

**INTERLOCAL AGREEMENT BETWEEN MARION COUNTY, FLORIDA AND
THE SCHOOL BOARD OF MARION COUNTY, FLORIDA FOR USE
OF THE MARION COUNTY 7/800MHZ RADIO COMMUNICATIONS SYSTEM**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "AGREEMENT"), made and entered into by and between **Marion County**, a political subdivision of the State of Florida, whose address is 601 SE 25th Avenue, Ocala, FL 34470, (hereinafter referred to as "COUNTY") and the **School Board of Marion County**, Florida, a political subdivision of the State of Florida and a body corporate pursuant to Section 1001.40, Florida Statutes, (2024), whose address is 1614 E. Fort King Street, Ocala, FL 34471 (hereinafter referred to as "SCHOOL BOARD") (hereinafter the parties are referred to individually as "PARTY," collectively as "PARTIES") for use of the Marion County 7/800 MHz Project 25 ("P25") Radio Communications System is made and entered into as of the 10 day of September, 2024 ("EFFECTIVE DATE").

RECITALS

WHEREAS, the PARTIES mutually desire to enter into an AGREEMENT, pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes (2024), 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, the COUNTY operates a department, Public Safety Communications (hereinafter referred to as "PSC") located in Marion County, Florida, that consolidated operations in 2012 within the Combined Communications Center (hereinafter referred to as the "CENTER") and serves as a primary public safety answering point ("PSAP") and single location to effectively coordinate public safety communications comprising 9-1-1/emergency and non-emergency call taking, emergency medical dispatch, emergency police dispatch, and emergency fire dispatch; and

WHEREAS, the CENTER is operated by PSC and is designed and intended to provide a secure survivable command and control area for response to all community emergencies occurring within Marion County, and to provide a single point of operation for the receipt of emergency assistance requests and for the control of coordinated dispatch and radio communications services; and

WHEREAS, the COUNTY owns and operates a state-of-the-art 7/800 MHz P25 Public Safety Radio Communications System (hereinafter referred to as "RADIO SYSTEM") that incorporates microwave transmission and is authorized under Federal Communications Commission ("FCC") license rules to use public safety radio frequencies, including the licensed frequencies for the purpose of coordinating emergency communications for public safety agencies and entities, and, where appropriate, is authorized by the COUNTY, to facilitate the ability of either to independently utilize the RADIO SYSTEM; and

WHEREAS, the RADIO SYSTEM includes the tower sites, equipment shelters, real property, equipment, software, and incidental hardware and materials that are combined together into an integrated system, including, but not limited to P25 equipment; and

WHEREAS, the SCHOOL BOARD, in recognition of the value of the COUNTY's public safety grade RADIO SYSTEM and in an effort to provide advanced and secure communication services to its school bus transportation program, has procured approved compatible equipment to connect with, and to share in the use of, the COUNTY's RADIO SYSTEM which includes real time GPS location, similar to that of first responder apparatus, for the safety of the students that they transport to facilitate the SCHOOL BOARD's communication needs with the COUNTY's approval; and

WHEREAS, the RADIO SYSTEM is capable of supporting the needs of the SCHOOL BOARD and developing, acquiring, implementing, operating, and maintaining a comparable independent RADIO SYSTEM would bear undue time, complexity, complications, and excessive cost for the SCHOOL BOARD; and

WHEREAS, the SCHOOL BOARD will purchase all of the essential equipment and services to use the RADIO SYSTEM as determined by the COUNTY; and

WHEREAS, the PARTIES wish to set forth mutually agreeable terms and conditions that encompass the SCHOOL BOARD's use of the RADIO SYSTEM for its school bus transportation program.

NOW THEREFORE in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and the adequacy of which are mutually acknowledged, with each PARTY accordingly waiving any challenge to the sufficiency of such consideration, it is mutually covenanted, promised and agreed by the PARTIES hereto as follows:

1. Purpose, Goals, Priorities, and Scope of Use. The COUNTY shall maintain ownership and oversight of the RADIO SYSTEM, spanning the management, operation, and absolute decision-making authority, and shall be solely responsible for managing, operating, and maintaining its foundations and infrastructure as established in this AGREEMENT to preserve the essential value that it serves to the Public and first responders who come to their aid, and effect the purpose and goal for which it was built.

a The purpose of the RADIO SYSTEM is to support the requirements and needs of public safety and non-public safety agencies and entities via the provision of day-to-day effective and reliable radio communications for routine and emergency inter- and intra-agency communications related to local operations and out-of-the-area mutual aid within the immediate region, throughout the State of Florida, or nationwide, for any and all manner of situations, expected and unexpected, anticipated, pre-planned, disaster declarations, alike. The RADIO SYSTEM also facilitates mutual aid via talk groups established to support inter-agency and intra-agency communications with public safety and non-public safety agencies and entities in both public and private sectors with the mandate of maximizing the safety and well-being of the Public, and the first responders and other support personnel in the performance of their duties.

b In alignment with its purpose, the goals of the RADIO SYSTEM comprise the provision of high level of service and responsiveness to the advanced

communications platforms and emergency communications technologies in order to effect an evolving design that exceeds the loading requirements of the anticipated busiest hour for all Authorized Subscribed Users, over the life of the system, with the versatility essential to the dynamic nature of emergent situations that involve the safety and well-being of the public, private and public property, and vital infrastructure.

c. The priorities of the RADIO SYSTEM are incorporated into a hierarchy that orders the access to, and use by, and of, users and resources on the basis of designated role(s), leading with emergency-responder activity in the interest of the safety and well-being of the Public. In descending order of precedence, the hierarchy of access priority to the RADIO SYSTEM is as follows:

- i. Emergency Identification. Emergency Identification is defined as the message received when a public safety agency calls for immediate assistance by activating an emergency button or switch on the user radio equipment.
- ii. Public Safety. Public Safety includes the normal daily radio transmissions of law enforcement, fire-medical service, paramedic providers, and disaster preparedness personnel using the RADIO SYSTEM, including users whose normally lower priority has been temporarily escalated in response to an unusual circumstance, occurrence, or large-scale disaster.
- iii. Non-Public Safety—Special Event. Non-Public Safety, Special Event includes planned events involving non-public safety agency participants that are beyond the scope of their normal daily operations.
- iv. Non-Public Safety—Regular. Non-Public Safety, Regular includes the normal daily radio transmissions of non-public safety agencies using the system.

d. The SCHOOL BOARD understands and acknowledges that the COUNTY shall maintain, at its discretion, user and channel priorities, in concert with the ultimate goal of this AGREEMENT and its governance of the PARTIES and collaterally impacted second and third-parties.

e. This scope of use of the RADIO SYSTEM by the SCHOOL BOARD is defined by this AGREEMENT, which addresses the integration of the SCHOOL BOARD's school bus transportation program.

- i. The COUNTY grants permission for the SCHOOL BOARD to operate their Motorola mobile and/or portable radios on the RADIO SYSTEM.
- ii. The COUNTY grants permission for the SCHOOL BOARD to operate up to three (3) internal talk groups/channels

The COUNTY's permission to the SCHOOL BOARD for its use of the RADIO SYSTEM may be modified and/or amended throughout the Term of this AGREEMENT upon mutual written agreement of the COUNTY and the SCHOOL BOARD.

2. Talk Group Restrictions. In order to safeguard the COUNTY's public safety operations and those of other public safety agencies and entities, and to mitigate RADIO SYSTEM traffic congestion and channel-access delays, system activity will be closely monitored by the COUNTY.

a. The RADIO SYSTEM provides the SCHOOL BOARD and other Authorized Subscribed Users the capability of inter-agency communications.

b. The COUNTY retains the right to set a limit to the number of simultaneous radio transmissions by the SCHOOL BOARD and other non-emergency users, based on radio use and the number of frequencies that may be added to the RADIO SYSTEM to accommodate the additional traffic.

c. The COUNTY'S communications system talk groups allowed for use by the SCHOOL BOARD and other Authorized Subscribed Users and for single agency communications are set forth in Exhibit A, attached hereto and incorporated herein by reference.

d. The SCHOOL BOARD shall provide justification to PSC for the act of patching multiple talk groups, which shall be done only as necessary for an emergency, special event, or other specific need. Should continuous patching to other systems or agencies become necessary, the SCHOOL BOARD shall provide PSC a detailed account of the need in order to obtain permission in advance.

3. Responsibilities of the COUNTY, PSC, and SCHOOL BOARD.

a. Responsibilities of the COUNTY and PSC

i. The COUNTY has sole authority over the admission of all other entities onto the RADIO SYSTEM under a separate agreement.

ii. PSC leadership and CENTER personnel, shall collaborate with the SCHOOL BOARD in the development of workflows and practices to be implemented by both PARTIES, including emergency notifications, points of contact, and standard operating guidelines or procedures, et cetera.

iii. PSC Radio Division personnel may offer technical assistance to the SCHOOL BOARD with configurations, design, establishing templates and operational aspects of the RADIO SYSTEM including operational policies.

iv. PSC shall monitor and preserve the health of the RADIO SYSTEM in an effort to ensure that maximum quality and resources are available to the public safety agencies and entities that depend on them, but shall not unreasonably withhold approval of a request to amend this agreement to add Authorized Subscribed User equipment if the RADIO SYSTEM capacity intended for the SCHOOL BOARD is uncommitted and available.

v. PSC agrees to confer with the SCHOOL BOARD regarding changes or modifications to its use of the RADIO SYSTEM, including maintenance, equipment, area development, population growth in the

area, growth of the PARTIES, and other situations or circumstances, or both, that influence the expense of maintaining and advancing the system in part or as a whole.

- vi. PSC may assist the SCHOOL BOARD in relation to requests for RADIO SYSTEM improvements, technical guidance, collaboration with other Authorized Subscribed Users on shared interests, and assisting in proposed achievements with an appreciable value to the RADIO SYSTEM.
- vii. PSC may provide the option of collocating, or consolidating dispatch operations at the CENTER at its discretion and subject to rules, terms, or further agreements that may be required by COUNTY.
- viii. PSC shall ensure functionality of the CENTER on a 24 hours per day, 7 days per week basis.
- ix. PSC shall maintain the ability to make immediate direct contact with all primary public safety agencies and dispatch centers that could reasonably respond to a SCHOOL BOARD emergency.
- x. PSC shall maintain the ability to passively and actively monitor the talk groups and radio channels provided to SCHOOL BOARD.
- xi. PSC shall maintain the ability to continuously track the real-time location of mobile and portable radio equipment that are actively transmitting data and voice on the RADIO SYSTEM using a Global Positioning System ("GPS") that is routed to CENTER mapping applications. This information may be provided to authorized SCHOOL BOARD personnel upon request.
- xii. PSC shall receive emergency notifications relayed by the RADIO SYSTEM directly into the CENTER, at which time PSC shall actively monitor the channel of origin until the emergency situation is resolved.
- xiii. SCHOOL BOARD acknowledges that PSC maintains a database of radio transmission recordings of RADIO SYSTEM channels and talk groups, including the channels and talk groups dedicated to the SCHOOL BOARD. The retention period for radio transmission recordings greater than the legal requirement shall be at the discretion of PSC.
- xiv. PSC shall contact appropriate SCHOOL BOARD personnel to provide notice of an emergency activation.
- xv. Notwithstanding established SCHOOL BOARD practices and procedures, PSC shall make independent, direct contact with the public safety agency with jurisdiction over the area in which a notification of an emergency situation was received.
- xvi. PSC personnel shall respond to emergency notifications that impact SCHOOL BOARD using PSC's best efforts to assist in the remediation of the related situation by relaying information to the appropriate primary public safety agencies as well as mutual-aid partners to effectively coordinate back-up and support services during an emergency situation.

b. Responsibilities of the SCHOOL BOARD

- i. The SCHOOL BOARD agrees and hereby acknowledges that the SCHOOL BOARD's use of the RADIO SYSTEM shall be on an "AS IS" basis. The COUNTY makes no representation or warranty of any kind, express or implied, whatsoever in this Agreement, including, without limitation, radio coverage or backhaul reliability warranties or commitments. The SCHOOL BOARD has and shall continue to separately purchase the equipment necessary for SCHOOL BOARD to utilize the RADIO SYSTEM. SCHOOL BOARD acknowledges that COUNTY has no responsibility or liability with regard to the operations or limitations of the SCHOOL BOARD's equipment.
- ii. The SCHOOL BOARD acknowledges that several other users are and, at COUNTY's sole discretion shall continue to be, authorized and subscribed ("Authorized Subscribed Users") to utilize the RADIO SYSTEM (see current list on Exhibit A). The SCHOOL BOARD agrees that neither it nor any other Authorized Subscribed User, nor any private or public party performing service to any portion of the RADIO SYSTEM on behalf of any Authorized Subscribed User, including the SCHOOL BOARD, may take any actions that globally affect the RADIO SYSTEM or impact the use of it by other Authorized Subscribed Users.
- iii. The SCHOOL BOARD shall be responsible for all expenses associated with establishing and maintaining its connection to the RADIO SYSTEM, including the purchase, licensing, programming and maintenance of equipment, approved by the COUNTY, for use on the RADIO SYSTEM. COUNTY's approval of any purchasing, licensing, programming and maintenance of equipment does not render the COUNTY in any way responsible or liable for the performance of said items.
- iv. The SCHOOL BOARD shall immediately notify PSC in the event a portable radio or mobile radio acquired by the SCHOOL BOARD is lost or stolen; SCHOOL BOARD will act to limit any compromise to security of the RADIO SYSTEM.
- v. The SCHOOL BOARD shall ensure that the persons it authorizes to use its equipment affiliated with the RADIO SYSTEM are trained in the proper use and etiquette for two-way radio communication, in accordance with policies, procedures, and guidelines established and developed by PSC compliance with applicable FCC regulations and rules. SCHOOL BOARD shall ensure that its designated representative(s) regularly attend PSC scheduled Radio Users meetings.
- vi. The SCHOOL BOARD shall be responsible for its proportional share of any and all upgrades and maintenance of the RADIO SYSTEM and equipment pursuant to the cost allocation plan, as well as the terms and conditions of this AGREEMENT. The SCHOOL BOARD understands and acknowledges that the costs, fees, and expenses associated with RADIO SYSTEM infrastructure and services may be

modified or increased by up to 8% annually, throughout the Term of this AGREEMENT. The increase percentage shall be identified on the invoice, sent by COUNTY to SCHOOL BOARD, each November 15th.

- vii. The SCHOOL BOARD shall use PSC Radio Division personnel as the primary point of contact for RADIO SYSTEM improvements as well as attendance at the regularly scheduled Radio Users Group meeting.
- viii. The SCHOOL BOARD shall use PSC Operations Division personnel/management as the primary point of contact for PSAP-based operations concerns or improvements; however, for an immediate need pertaining to dispatch-related issues or in-progress events or incidents, direct contact with CENTER supervision is appropriate.

4. FCC License. The SCHOOL BOARD radio communications shall be under the COUNTY's FCC license, which includes the RADIO SYSTEM.

5. Commercial Service Providers. Commercial maintenance service providers are not authorized to receive access to programming codes for the RADIO SYSTEM.

The provisions of this section regarding the SCHOOL BOARD's duty to keep the COUNTY's access codes confidential shall survive the termination or expiration of this AGREEMENT

6. Term. This AGREEMENT shall commence on the date last signed by the parties and shall remain in full force and effect through June 30, 2030 (the "TERM"), or until otherwise terminated as provided herein. Renewal of this Agreement for three (3) additional one (1) year terms shall be contingent upon the same terms and conditions, the satisfactory performance of the parties, and the availability of funds, upon mutual written agreement by both PARTIES.

7. Termination. This AGREEMENT may be terminated by either PARTY for any reason, with or without cause, by providing written notice to the other PARTY at least six (6) months in advance of the specified effective date of the termination. The SCHOOL BOARD shall be solely responsible for any and all maintenance and repair costs or fees due at the time of termination. The COUNTY shall not be responsible for any costs or fees related to the termination of this AGREEMENT excepting the following stipulations for both PARTIES:

- a. In the event of termination of this AGREEMENT by the COUNTY at no fault of the SCHOOL BOARD, the SCHOOL BOARD shall be reimbursed the pro rata share of maintenance fees based on the date of termination.

- b. In the event of termination by the SCHOOL BOARD, no maintenance fees expended by SCHOOL BOARD will be reimbursed by the COUNTY.

8. Payment of Costs, Fees, and Expenses. In consideration of the use of the RADIO SYSTEM, the SCHOOL BOARD agrees to compensate the COUNTY as described herein. All payments required under this Agreement shall be made in accordance with the Local Government Prompt Payment Act, Sections 218.70-218.80, Florida Statutes

(2024), which in part provides that payments will be made not later than 45 days after the date specified in Section. 218.73, Florida Statutes (2024). Aside from particular instances for which the SCHOOL BOARD is the primary beneficiary of action by PSC to respond to a need or requirement, the general calculation of share for expenses of incorporation into the RADIO SYSTEM will be based on the proportion of radios in use by qualified incorporated agencies and entities, calculated by the complement of individual radio identification numbers assigned to each Authorized Subscribed Users. Radios that operate on the RADIO SYSTEM and the 7/800MHz (WCRCS) System concurrently, shall be counted as a single radio.

a RADIO SYSTEM Modifications. The SCHOOL BOARD is solely responsible for the cost and expense of any modifications to the RADIO SYSTEM required to incorporate the SCHOOL BOARD's intended use. During the Term of this AGREEMENT, the COUNTY may, in its sole discretion, make changes to the RADIO SYSTEM infrastructure which may require the SCHOOL BOARD to update/reconfigure its equipment. These costs and expenses shall be the responsibility of the SCHOOL BOARD. Such costs and expenses include, but are not limited to, the following:

- i. Its equipment such as radios, base stations, consoles, antenna systems, subscribers, accessories, and spares.
- ii. Its system software licenses and license upgrades.
- iii. Its subscriber code plug development, installation, programming and firmware upgrades.
- iv. Its engineering, project management, installation, labor, and required permits.
- v. Its proportional share of facility improvements such as enhancements in towers and shelters, electrical, HVAC, UPS, generators, etc.
- vi. Its code plug development, installation, programming and firmware upgrades.
- vii. Irrespective of COUNTY approval of modification, if the end-user equipment loading presented by the SCHOOL BOARD subsequent to the adoption of this AGREEMENT would adversely impact the ability of the RADIO SYSTEM to meet established performance goals, the SCHOOL BOARD may bear the financial responsibility for the costs of upgrading of the infrastructure necessary to maintain or restore full functionality.

b RADIO SYSTEM Equipment, Service and Maintenance. The SCHOOL BOARD is solely responsible for the cost and expense of the following:

- i. Its proportional share of ongoing infrastructure maintenance and spare parts, including, but not limited to, base stations, antenna systems, etc.
- ii. Replacement or repair of any equipment added for the purpose of this integration and any of its future enhancements.
- iii. Ongoing operation, infrastructure maintenance and spare parts, including, but not limited to, base stations, antenna systems

maintenance, repair, and capital outlay costs related to operation and maintenance of the RADIO SYSTEM shall be shared proportionately by the SCHOOL BOARD and other Authorized Subscribed Users to ensure compatibility with the RADIO SYSTEM and the developed operational performance templates, the SCHOOL BOARD may purchase additional equipment, upgrades, and accessories from Motorola Solutions, Inc., or a COUNTY approved vendor specialized in emergency services two-way radio and related telecommunications equipment certified by Motorola Solutions, Inc. or other similarly qualified provider approved by the PSC to interact with the RADIO SYSTEM and affiliated radio equipment, provided, however, that PSC both approves the equipment to be purchased and coordinates the purchase with the approved vendor. The cost of such equipment shall be the responsibility of the SCHOOL BOARD and shall be included in the cost allocation plan at the full year rate, irrespective of the date of when the equipment is affiliated with the system. All such additionally purchased equipment, upgrades and accessories shall remain the property of the SCHOOL BOARD and/or its private vendor.

- iv. All equipment purchased by the SCHOOL BOARD, and any and all other Authorized Subscribed Users, to be affiliated with the RADIO SYSTEM shall be coordinated through the Radio Division of PSC.
- v. All programming will be the sole responsibility of COUNTY, and SCHOOL BOARD shall reimburse the COUNTY for any costs associated therewith. Unless otherwise directed by PSC, Motorola Solutions, Inc. shall be the sole provider of service, maintenance, and repair of all equipment to be used under this AGREEMENT on the RADIO SYSTEM.
- vi. To ensure optimal performance of the RADIO SYSTEM and proper functioning of affiliated radio equipment, the SCHOOL BOARD and all other Authorized Subscribed Users shall utilize the maintenance and service plan that COUNTY currently has in place with an approved professional service center specialized in emergency services two-way radio and related telecommunications equipment certified by Motorola Solutions, Inc. This maintenance and service plan is included the combined services and infrastructure expenses.
- vii. To ensure proper performance and RADIO SYSTEM integrity, the SCHOOL BOARD, and any and all other Authorized Subscribed Users, shall be required to have annual preventative maintenance performed on affiliated radio equipment by Motorola Solutions, Inc., or the COUNTY's approved professional service center specialized in emergency services two-way radio and related telecommunications equipment certified by Motorola Solutions, Inc.
- viii. Unless otherwise agreed, repair and replacement of equipment (mobile radios, portable radios, desktop base stations, dispatch consoles, et cetera.) including accessories, firmware and software updates, shall be the sole responsibility of SCHOOL BOARD.

- c. RADIO SYSTEM Upgrades. To ensure that the RADIO SYSTEM remains

current and able to accommodate new features and capabilities along the way, from time to time, the County may enter into a System Upgrade Agreement (SUA) with Motorola Solutions, Inc. or other similar agreement. Per SUA provisions, Motorola Solutions, Inc. replaces or upgrades certain hardware and software and provides the labor to do so. As such upgrades are encompassing and impact the entire RADIO SYSTEM, the SCHOOL BOARD shall financially contribute in a timely manner toward any SUA or similar type agreement for its proportionate share of the upgrade. SCHOOL BOARD's proportionate share shall be determined, as described in section 8(e) and further detailed in Exhibit B of this AGREEMENT, herein.

- i. The COUNTY may add additional features or functionalities to the RADIO SYSTEM that may require the SCHOOL BOARD to contribute additional fees throughout the Term of this AGREEMENT that are proportionate to additions directly impacting the SCHOOL BOARD.
- ii. The SCHOOL BOARD may request to add radio equipment to the RADIO SYSTEM; approval for which will be the responsibility of the COUNTY. Radio equipment added to the RADIO SYSTEM will be included in the cost allocation plan at the full-year mark; additional equipment expense will not be prorated to the time of affiliation.

d. Billing Schedule. Each November 15th, beginning in November 2024, the COUNTY will provide the SCHOOL BOARD with a final cost for the combined services and infrastructure expenses related to the ongoing operation, maintenance, and usage of the RADIO SYSTEM as detailed in Exhibit B, herein, as of the preceding September 30th. The final cost shall be in effect for a period of two fiscal years in arrears, and shall be adjusted annually to reflect actual costs. All costs shall be rounded up to the next whole dollar. The actual invoice shall be provided to the SCHOOL BOARD each June 15th, beginning in June 2025, with a due date of each July 15th, beginning in July 2025.

e. Cost Allocation Plan. The rate of the SCHOOL BOARD's contribution shall be determined pursuant to a two-factor cost allocation plan based on weighted proportionate usage of system RADIO SYSTEM, summarized as follows:

- i. Affiliated Radio Equipment ("ARE"), the number of radios affiliated with the RADIO SYSTEM compared to the total of all users' radio equipment; and,
- ii. RADIO SYSTEM Utilization ("RSU"), data or voice transmission ("TALK TIME") volume identified by tracked push-to-talks ("PTTs") and total system talk time of all Authorized Subscribed Users.

PTTs, affiliated radio equipment complements, and TALK TIME numbers are calculated by the COUNTY each fiscal year in the established cost allocation plan that is submitted to Marion County Clerk of Court. Budgeting for Costs: The SCHOOL BOARD is responsible for knowledge of the number of units that it has on the RADIO SYSTEM for any given fiscal year and budgeting accordingly based on the fees and charges described in this Section 8.

COUNTY shall finalize the actual cost for each Authorized Subscribed User by

ARE and RSU; final costs shall be presented to individual Authorized Subscribed Users, by COUNTY, on November 15th of each year.

All projected costs are based on the adopted budget, shall be in effect for a period of two fiscal years in arrears, and shall be adjusted annually to reflect actual costs prior to invoicing.

9. Equipment Ownership. Any infrastructure equipment installed for the purpose of this integration, as set forth in this AGREEMENT, initially and at any point thereafter, along with all system software will become property of the COUNTY upon installation. The SCHOOL BOARD shall retain ownership of its subscriber units and consoles.

10. Goods and Services. Limited to the selection of goods and services necessary for SCHOOL BOARD's use of the RADIO SYSTEM, the SCHOOL BOARD shall use only goods and services approved by the COUNTY. The equipment and services must be compatible with the RADIO SYSTEM. All equipment shall meet or exceed the rules and regulation of the FCC and shall be the type accepted by the FCC and comply with APCO P25 Standards. All work shall be performed in accordance with applicable industry standards employing manufacture certified hardware, software, and practices. Any work performed by non-certified personnel or the utilization of equipment or services authorized by the SCHOOL BOARD shall immediately cease and if such causes any degradation to the RADIO SYSTEM performance, the SCHOOL BOARD shall, at its sole cost and expense, promptly remedy the problem.

11. Regulatory Issues and Compliance.

a It shall be the responsibility and obligation of the SCHOOL BOARD to seek and promptly pay for, as may apply, all approvals including federal, state, county, municipal or other governmental authority having jurisdiction over the SCHOOL BOARD required to enter into this AGREEMENT.

b The SCHOOL BOARD agrees to observe, be financially responsible for, and abide by all applicable statutes, laws, ordinances, rules and regulations, including but not limited to those of the Federal Aviation Administration (FAA) and FCC concerning the performance of this Agreement.

c The SCHOOL BOARD further agrees to operate its radios and any related equipment so as not to cause interference with other users on the RADIO SYSTEM. The SCHOOL BOARD recognizes that applicable FAA and FCC rules and other statutes, laws, ordinances, and regulations may change from time to time to which extent the SCHOOL BOARD shall be responsible to be familiar and compliant with such.

12. Governance and Dispute Resolution. The PARTIES shall resolve all disputes that may arise during the Term of this AGREEMENT in accordance with the provisions described in this Section.

a The PARTIES shall attempt to settle any dispute arising from this AGREEMENT through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level authorities of the PARTIES, if necessary.

b. The COUNTY shall have full and final control and authority on all decisions related to technical configuration, design, management, and operational aspects of the RADIO SYSTEM. Any configuration, design, management, or operational issues will be directed to the COUNTY's PSC Director, or designee, in writing.

c. This AGREEMENT will not limit any PARTY from taking legal action to protect the public against a threat to its health, safety, and welfare from a situation for which the dispute resolution process specified in Section 12(a) above would not provide an adequate and timely solution. This Section, 12(c), shall constitute an alternative dispute resolution process for purposes of Section 164.1041(1), Florida Statutes (2024). This Section shall not be construed in any way to alter the COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes, with respect to actions in tort or contract.

13. Disclaimer of Warranties and Limitations of Remedies.

a. The COUNTY hereby disclaims all representations and warranties, direct or indirect, express or implied, written or oral, in connection with any equipment utilized under this agreement or services provided by the COUNTY including but not limited to, any and all express and implied warranties of suitability, durability, merchantability, and fitness for a particular purpose.

b. The SCHOOL BOARD acknowledges and agrees that its sole and exclusive remedy in connection with any defects in any equipment utilized under this agreement, including manufacture or design, shall be against the manufacturer of the equipment under the manufacturers' warranties and that the COUNTY shall have no liability to the SCHOOL BOARD in any event for any loss, damage, injury, or expense of any kind or nature related directly or indirectly to any equipment utilized by the SCHOOL BOARD under this agreement.

14. Limitations of Liability.

a. The SCHOOL BOARD understands and acknowledges that occasional interruptions or irregularities in the services may occur, and any potential harm from interruptions or irregularities in the services is speculative in nature. The COUNTY shall not assume responsibility other than that contained in the agreement. accordingly, the SCHOOL BOARD agrees that except as limited by law, the COUNTY's sole liability for loss or damage arising out of mistakes, omissions, interruptions, delays, errors, or defects in the services or transmission of services provided by the RADIO SYSTEM, the COUNTY, or any transport provider, or for losses or damages arising out of failure of the COUNTY or any transport provider to maintain proper standards or maintenance and operation, shall be as follows:

- i. The COUNTY shall not in any event be liable for services or equipment interruptions or delays in transmission, errors or defects in services or equipment when caused by acts of god, fire, war, riots, government authorities, default of suppliers or other causes beyond their or any carrier's control.
- ii. The COUNTY shall not be liable for any damage, accident, injury or the like occasioned by the use of the RADIO SYSTEM, except

provided herein.

- iii. The COUNTY will not be held responsible for site trunking conditions or outages caused by mutually agreed upon maintenance tasks that may require components of the RADIO SYSTEM to go off line.

b. Although the parties acknowledge the possibility of losses or damages, they agree that the COUNTY will not be liable for any commercial loss; inconvenience; loss of use, time, data, good will, revenues, profits or savings; or other special, incidental, indirect, punitive, or consequential damages in any way related to or arising from this agreement.

c. The provisions of this Section 14 shall survive the expiration or termination of this AGREEMENT.

15. Default and Remedy.

a. Default. If the SCHOOL BOARD fails to comply with provisions of this AGREEMENT; fails to make payments as outlined herein; uses the RADIO SYSTEM in a manner that causes harmful interference with or degradation to the RADIO SYSTEM; configures equipment without the COUNTY's authorization; fails to use equipment in accordance with the FCC licensing; interferes with radio frequencies or channels or otherwise causes interference with other users on the RADIO SYSTEM; or fails to comply with applicable rules, laws and regulations, including the FAA and FCC, the COUNTY may consider the SCHOOL BOARD to be in default and may assert a default claim by giving the SCHOOL BOARD a written Notice of Default. The SCHOOL BOARD shall have thirty (30) days after receipt of the Notice of Default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan to the COUNTY describing how and when the default will be cured. The SCHOOL BOARD shall begin implementing the cure plan immediately after receipt of notice by the COUNTY that it approves the plan.

b. FCC Violations.

- i. Notice of Violation. COUNTY shall notify SCHOOL BOARD if it becomes aware of any actual or alleged violation of any FCC rule or regulation as a result of SCHOOL BOARD activity or the use of its equipment.

- ii. If there is any actual or alleged violation of any FCC rule or regulation as a result of the SCHOOL BOARD equipment use or activity, the SCHOOL BOARD shall reimburse the COUNTY as the FCC license holder for all costs arising from the actual or alleged violation, including costs and legal fees for defense against the allegation as well as fines and penalties incurred.

c. In the event the SCHOOL BOARD fails to cure or the COUNTY does not approve the cure plan, the COUNTY has the right, at its option, to immediately terminate this AGREEMENT, deny the SCHOOL BOARD access to the RADIO SYSTEM and impose separate charges for both disconnection and reconnection expenses. If disconnection takes place, the SCHOOL BOARD may also be subject to additional costs for any equipment reprogramming as may be required for reconnection. All of the rights and remedies of the COUNTY in this

AGREEMENT are cumulative to, and not in lieu of, every other right and remedy in this AGREEMENT and afforded by law and equity.

16. Liability and Indemnification.

a The PARTIES agree that each shall be solely responsible for the negligence, willful misconduct, or wrongful acts of its officers, directors, employees, representatives, agents, and volunteers. Notwithstanding anything stated to the contrary in this AGREEMENT, nothing contained herein is intended to serve as a waiver of either PARTIES' sovereign immunity protections nor does it extend the PARTIES' liability beyond the limits established in Section 768.28, Florida Statutes, with respect to actions in tort or contract. Pursuant to Section 768.28, Florida Statutes, nothing in this AGREEMENT shall require the COUNTY to indemnify or insure the SCHOOL BOARD for the SCHOOL BOARD's negligence.

b In the event the RADIO SYSTEM is down and unavailable to the SCHOOL BOARD, the SCHOOL BOARD shall hold the COUNTY harmless. In such event, the COUNTY will exercise due diligence to restore the RADIO SYSTEM as quickly, as reasonably, and as practically as possible.

c No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any officer, director, employee, representative, agent, or volunteer of either PARTY in his or her individual capacity, and no officer, director, employee, representative, agent or volunteer of either PARTY shall be liable personally on this AGREEMENT or be subject to any personal liability or accountability by reason of the execution of this AGREEMENT.

d The provisions of this Section 16 shall survive the expiration or termination of this AGREEMENT.

17. Public Records Compliance: The PARTIES understand the broad nature of these laws and agrees to comply with Florida's Public Record Laws relating to records retention. Public Records and Audit.

a The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this AGREEMENT shall be subject to the applicable provisions of the Florida Public Records Law [Chapter 119, Florida Statutes (2024)], and other applicable State or Federal law. The PARTIES shall comply with all requirements of Chapter 119, Florida Statutes (2024), to the extent applicable to the records and documents associated with this AGREEMENT that are in its possession or under its control. A request to inspect or copy public records relating to the AGREEMENT must be made directly to the COUNTY.

b The PARTIES shall retain all records relating to this AGREEMENT for a period of at least five (5) years after this AGREEMENT terminates. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes (2024). The COUNTY, upon written reasonable notice, shall have the right to audit and inspect any records of the SCHOOL BOARD relating to this AGREEMENT to ensure compliance with the terms and conditions

of this AGREEMENT.

IF THE SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2024), TO THE SCHOOL BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**Public Relations | 601 SE 25th Ave, Ocala, FL 34471
Phone: 352-438-2300 | Fax: 352-438-2309
Email: publicrelations@marionfl.org**

IF THE COUNTY BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2024), TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE SCHOOL BOARD CUSTODIAN'S OF PUBLIC RECORDS AT:

**Public Relations | 1614 E. Fort King St, Ocala, FL 34471
Phone: 352-671-7555
Email: Public.Relations@Marion.K12.FL.US**

18. Independent Contractor. Each PARTY will perform its duties under this AGREEMENT as an independent contractor. The PARTIES and their officers, directors, employee, representative or volunteer will not be considered to be employees, representatives or agents of the other PARTY. None of the provisions of this AGREEMENT shall be construed to create, or be interpreted as, a joint venture, partnership or formal business organization of any kind.

19. Notice. This AGREEMENT provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. SCHOOL BOARD's and COUNTY's representatives and addresses for notice purposes are:

To SCHOOL BOARD:

The School Board of Marion County, Florida
1614 E. Fort King Street
Ocala, FL 34471
Attention: Board Chair
Copy to: Superintendent at same address

To COUNTY:

Marion County, a political subdivision of the
State of Florida
c/o Marion County Public Safety Communications
601 SE 25th Avenue
Ocala, FL 34470

Copy to: Director of Public Safety Communications at
same address

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as publicsafetycommunications@marionfl.org. If the SCHOOL BOARD agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, the SCHOOL BOARD may designate up to two (e-mail addresses: Dennis.Mcfatten@marion.k12.fl.us and Jeanna.PirkI@marion.k12.fl.us. Designation signifies the SCHOOL BOARD's election to accept notices solely by e-mail.

20. No Assignment. The SCHOOL BOARD shall not assign or otherwise transfer, in whole or in part, any of its rights, duties, or obligations under this AGREEMENT to any third-party without the prior written consent of the COUNTY, which consent may be withheld by the COUNTY for any or no reason. Any such assignment attempted by the SCHOOL BOARD without such prior written consent shall be null and void.

21. No Third-Party Beneficiaries. Any other provisions of this AGREEMENT to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this AGREEMENT, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either PARTY to this AGREEMENT.

22. Amendment. This AGREEMENT may only be modified or amended upon mutual written agreement of the COUNTY and the SCHOOL BOARD. No oral agreements or representation shall be valid or binding upon either PARTY.

23. Further Assurances. Each PARTY agrees that it will execute and deliver to the other promptly upon demand any and all documents or other instruments, and take such other action as is necessary to give effect to the terms, conditions and intent of this AGREEMENT.

24. Governing Law and Venue. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the PARTIES arising out of this AGREEMENT lies in Marion County, Florida.

25. Attorneys' Fees. In the event either PARTY shall retain an attorney to litigate on its behalf against the other PARTY regarding the enforcement or interpretation of this AGREEMENT or regarding the rights, remedies, or obligations of the PARTIES arising under this AGREEMENT, the PARTY prevailing on the majority of its claims, or which successfully defends against a majority of the other PARTY's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other PARTY, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing PARTY's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the COUNTY's liability beyond the limits established in Section 768.28, Florida Statutes, with respect to actions in tort or contract.

26. Waiver. No waiver by either PARTY of any term or condition of this AGREEMENT will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent

breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this AGREEMENT.

27. Severability. If any provision of this AGREEMENT shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this AGREEMENT, and this AGREEMENT shall be enforced as if such invalid and unenforceable provision had not been contained herein. In no event shall the SCHOOL BOARD or its assigns, if applicable, have any cause of actions against the officers, directors, employees, representatives, agents or volunteers of the COUNTY, or against any elected official of the COUNTY based upon or materially related to any finding by any court that any or all provisions of this instrument violate Florida law.

28. Headings. The headings contained in this AGREEMENT are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions hereof.

29. Counterparts. This AGREEMENT may be executed in one or more counterparts and by the separate PARTIES in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

30. Entire Agreement. It is mutually acknowledged and agreed by the PARTIES hereto that this AGREEMENT contains the entire agreement between the COUNTY and the SCHOOL BOARD with respect to the subject matter of this AGREEMENT, and that there are no verbal agreements, representations, warranties or other understandings affecting the same.

31. Authority. Each person signing on behalf of the PARTIES represents and warrants that he/she has full authority to execute this AGREEMENT on behalf of such PARTY and that this AGREEMENT will constitute a legal and binding obligation of such PARTY.

32. Sovereign Immunity. Nothing in this AGREEMENT shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in this AGREEMENT, any obligation of either PARTY to indemnify the other, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes, with respect to actions in tort or contract. This Section shall survive the termination of this AGREEMENT.

33. On-Going Compliance. The PARTIES acknowledge that this AGREEMENT may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of this AGREEMENT. The PARTIES understand and agree that this AGREEMENT is intended to reflect and require the PARTIES' compliance with all laws at all times. The PARTIES expressly and specifically agree to perform this AGREEMENT in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

34. Exhibits/Attachments. The following attachments are hereby incorporated into this AGREEMENT as part hereof as though fully set forth herein:

EXHIBIT A—Authorized Subscribed Users
EXHIBIT B—Annual Cost Determination and Projections

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the date and year first above written.

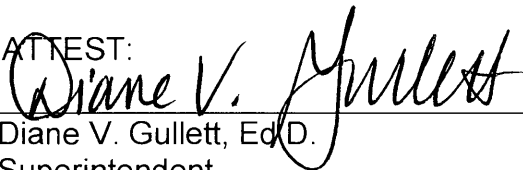
ATTEST:

MARION COUNTY, a political subdivision
of the State of Florida

Gregory C. Harrell, Clerk
Marion County Clerk of Court

Michelle Stone
Chairman

ATTEST:



Diane V. Gullett, Ed.D.
Superintendent

THE SCHOOL BOARD OF MARION
COUNTY FLORIDA



Nancy Thrower
Board Chair

EXHIBIT A

Authorized Subscribed Users as of EFFECTIVE DATE of this AGREEMENT

Qualified

Marion County Sheriff's Office
City of Belleview Police Department
City of Dunnellon Police Department
Marion County Fire Rescue
Marion County Animal Services
Marion County Code Enforcement
Marion County Solid Waste
Marion County Facilities
Marion County Utilities
Marion County Office of the County Engineer (OCE)
Marion County OCE–Storm Water
Marion County Public Safety Communications
Marion County 9-1-1 Management
Marion County Administration
Marion County Human Resources

Non-Qualified

Marion County Clerk of Court
CSX Railroad
Ocala Electric Utility
Federal Department of Alcohol, Tobacco, Firearms
Florida Department of Forestry
Florida Department of Health
City of Ocala Police Department
City of Ocala Fire Rescue
The Villages Fire Department
Public Safety Agencies/General Government Users of the following:

- Alachua County
- Lake County
- ISSI Lake
- US Marshalls
- Citrus County
- Sumter County

EXHIBIT B

Annual Cost Determination and Projections

The combined services and infrastructure expenses related to the ongoing operation, maintenance, and usage of the RADIO SYSTEM shall be shared by the SCHOOL BOARD and other Authorized Subscribed Users. SCHOOL BOARD shall pay to COUNTY a pro rata share of two types of RADIO SYSTEM usage, Affiliated Radio Equipment (ARE) and RADIO SYSTEM Utilization (RSU), that are individually-weighted at 30% and 70% of total RADIO SYSTEM expenses, respectively. The pro rata shares of RADIO SYSTEM usage shall be based on the ARE and RSU:

1. ARE. The ratio of the full complement of SCHOOL BOARD's affiliated radio equipment (individually defined by unique Radio Identification Numbers) compared to the total of affiliated radio equipment of all Authorized Subscribed Users on the RADIO SYSTEM will be used to determine a percentile proportion, or split, that is then applied to the ARE cost, which is weighted at 30% of the combined RADIO SYSTEM expenses.
2. RSU. The ratio of the full volume of SCHOOL BOARD's utilization of the RADIO SYSTEM in the form of TALK TIME tracked by PTTs to their affiliated radio equipment (individually defined by unique Radio Identification Numbers) compared to the total of all TALK TIME of all Authorized Subscribed Users on the RADIO SYSTEM will be used to determine a split that is then applied to the RSU cost, which is weighted at 70% of the combined RADIO SYSTEM expenses.

For illustrative purposes, the following example is provided to demonstrate how the pro rata shares of RADIO SYSTEM expenses for the SCHOOL BOARD would have been determined for Fiscal Year 2022–2023.

Fiscal Year 2022–2023

AFFILIATED RADIO EQUIPMENT				\$244,662	\$1,711,608	\$1,956,270	\$586,881
Agency	Units ^{ALL}	Units ^{DEPT}	Split	Services	Infrastructure	Total	30%
MCPS	2862	62	2.17%	\$5,301	\$37,079	\$42,379	\$12,714

RADIO SYSTEM UTILIZATION				\$244,662	\$1,711,607	\$1,956,269	\$1,369,388
PTTs	Talk ^{Secs}	Talk ^{Hrs}	Split	Services	Infrastructure	Total	70%
4	12.9	0.004	0.00006%	\$1.00	\$1.00	\$2.00	\$1.00
5,488,317	22,726,179	6,313	← System Totals				

- SCHOOL BOARD presence on the RADIO SYSTEM totaled only sixty-two (62) radios of 2,862, or 2.17%, which would have been applied to the 30%-weighted total for RADIO SYSTEM services of \$586,880, for a total of \$12,714.
- SCHOOL BOARD had total of four (4) PTTs that generated 0.0004 hours of TALK TIME, or 0.0006%, which would have been applied to the 70%-weighted total for RADIO SYSTEM services of \$1,369,388.

Cost calculations and projections for the SCHOOL BOARD (for budgetary purposes) are shown below.

Active Yr	Invoice Yr	Split	Radio Eqpt	Split	System Use	Total Charge	Active Yr
FY 23-24	FY 25-26	14.16%	\$ 88,972	2.92%	\$ 42,801	\$ 131,773	FY 23-24
FY 24-25	FY 26-27	14.16%	\$ 93,405	3.82%	\$ 58,825	\$ 152,289	FY 24-25

These numbers shall be determined and verified by the COUNTY each fiscal year in the established cost allocation plan that is submitted to Marion County Clerk of Court.

SCHOOL BOARD Equipment

Existing Radios	62
New Radios	462
Total School Board Radios	524

Total Authorized Subscribed User Radios	3,262
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