

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between Emerald Coast Utilities Authority (“ECUA”), an independent special district created by the Laws of Florida and located at 9255 Sturdevant Street, Pensacola, Florida 32514; Escambia County Board of County Commissioners (“BOCC”), a political subdivision of the State of Florida located at 221 Palafox Place, Pensacola, Florida, 32052; and the City of Pensacola (“City”), a local municipality located at 475 East Strong Street, Pensacola, Florida 32501 (collectively, the “Parties”) on this ____ day of February, 2023 (“Effective Date”).

RECITALS

WHEREAS, ECUA is partnering with the Parties to replace ECUA’s communication equipment on the Scenic Heights and Englewood communications towers.

WHEREAS, ECUA and its contractor, CES Team One Communications, Inc., whose address is 215 W. Herman Street, Pensacola, Florida 32505, have previously been granted full access to install and maintain said equipment, and ECUA and CES Team One Communications, Inc., wish to continue to enjoy unfettered access for these same purposes going forward.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the Parties hereto hereby agree to the Terms and Conditions as follows:

1. **Definitions.**

a. “Acts of God” means the effects of any natural element or other natural disaster including but not limited to storm, flood, lightning, earthquake, cyclone, etc.

b. “Agreement” is this Memorandum of Understanding, including all documents attached or incorporated by reference.

c. “Equipment” includes the specific materials described in the tables below.

d. “P-25 public radio system” is the digital radio system that provides for communications to all Escambia County Public Safety entities, to include Emergency Communications Center, Escambia County Fire Rescue, Escambia County Emergency Medical Services, and Escambia County Sheriff’s Office. The P-25 system hardware includes the computer servers, base station radios, mobile and portable radios, site routers, microwave towers, microwave radios and dishes, and transmit/receive antennas.

e. “Towers” are the communication towers, specifically including the Englewood tower located at 1218 W. Cross Street, Pensacola, Florida 32501 and the Scenic Heights tower located at 1522 Woodchuck Avenue, Pensacola, Florida 32504.

2. **Points of Contact.** Each agency will provide a primary and a secondary Point of Contact (“POC”). Contact details should include the POC’s first and last name, email address, and work phone number. At a minimum, agencies will review their POCs on an annual basis to ensure they are accurate.

For ECUA:

Primary POC: Gerry Piscopo
gerry.piscopo@ecua.fl.gov
(850) 969-6690

Secondary POC: Dave McClung
david.mcclung@ecua.fl.gov
(850) 969-5843

For Escambia County:

Primary POC: Andrew J. Hamilton
AHamilton@myescambia.com
(850) 471-6316

Secondary POC: _____

For City of Pensacola:

Primary POC: Brenda Kahalley
Bkahalley@cityofpensacola.com;
(850) 536-5639

Secondary POC: Stephen Ringl
sringl@cityofpensacola.com
(850) 436-5637

3. Operation.

Should ECUA wish to install, inspect, or perform maintenance operations on any of its equipment, it will first inform the Party responsible for the tower at issue, via its POC, in writing, of its proposed plans, to include identification of any contractor whose services may be engaged for such installation, inspection, or maintenance. The BOCC and/or the City will promptly acknowledge the receipt of any such proposed plans from ECUA and coordinate with ECUA's POC to determine a mutually agreeable plan for providing ECUA access to the tower at issue for the purpose of installation, inspection, or performance of maintenance operations. The BOCC and the City will continue to provide component rack and antenna mounting space for network connectivity at their respective tower sites upon receiving written approval from the Communications Chief or other designee of the host Party.

4. Term and Termination. The Parties agree to enter into this continuing MOU until such time that said agreement is amended or revised by mutual consent of all Parties in writing. This MOU shall be in effect until terminated by any Party with thirty (30) days written notice. Notices regarding this MOU are to be sent in writing via a trackable service to the signatories listed above.

5. Equipment.

The equipment that will be installed and maintained by CES TeamOne Communications on behalf of ECUA at the Scenic Heights tower is as follows:

Ft. AGL (Base)	Antenna Type	Mount & Location	Transmission Lines	Tenant	Use	Notes
240	Sinclair SC323-HF-1LDF	Standoff -	COAX 1" inside A-leg	ECUA	FUTURE	
235	Andrew VL800 – 11D	Dish Mount	COAX 3/8" inside A-leg	ECUA	FUTURE	

The equipment that will be installed and maintained by CES TeamOne Communications on behalf of ECUA at the Englewood tower is as follows:

Ft. AGL (Base)	Antenna Type	Mount & Location	Transmission Lines	Tenant	Use	Notes
437	ANT450F10	6' - NE Face INV	1-1/4"	ECUA	FUTURE	6-way star mount
437	ANT450F10	6' - N Leg INV	1-1/4"	ECUA	FUTURE	6-way star mount
340	DB420	6' Side Arm	7/8"	ECUA	FUTURE	
320	DB420	2' Side Arm - NE Face	7/8"	ECUA	MotoTrbo	
320	DB420	6' Side Arm	7/8"	ECUA	FUTURE	
320	DB420	6' Side Arm	7/8"	ECUA	FUTURE	
260	(2) PTP500 with 2' Dish	N Leg	(2) CAT5	ECUA	PTP and Dish on N Leg	
250	(2) PTP500 with 2' Dish	S Leg	(2) CAT 5	ECUA	PTP and Dish	Pending install with execution of MOU
225	(2) PTP500 Integrated	N Leg (NW)	(2) CAT5	ECUA	Backhaul	
200	(2) PTP500 Integrated	SE Leg	(2) CAT5	ECUA	Backhaul	
125	(2) PTP500 Integrated	SE & SSE	(2) CAT5	ECUA	Backhaul	14.5" x 14.5" Integrated panel antenna

6. **Cost.** There will be no cost to the Parties for installation of equipment and the use of this tower space.

7. **Maintenance.** The responsibility for maintenance and Acts of God damage to the equipment described above will rest solely with ECUA. It will be the responsibility of the contracted vendor performing work on behalf of ECUA to arrange a mutually acceptable time for work to be completed on ECUA equipment. In the event of vendor performance issues, the tower and landowner have the right to contact the ECUA POC listed in this Agreement to address their concerns.

8. **P-25 Radio System Interlocal Agreement.** The Parties acknowledge the existing Amended and Restated Interlocal Agreement for Shared Use of Communications Infrastructure dated October 21, 2020, by and between the City of Pensacola, Escambia County, and Santa Rosa County related to the P25 Radio System which operates at the subject Towers.

9. **Remedies.** Nothing contained in this Agreement shall be construed or interpreted as denying the Parties any remedy or defense available under the laws of the State of Florida; the consent of the Parties to be sued; or a waiver of sovereign immunity of the Parties as more fully described in section 768.28 of the Florida Statutes.

10. **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of Florida.

11. **Binding Effect.** The Parties mutually acknowledge that this MOU shall be binding upon and inure to the benefit of each Party individually and collectively. The Parties further acknowledge that each Party has relied upon the representations made in this MOU and that any failure to comply with the terms of this MOU will be construed as a breach of this MOU.

12. **Signature to this Agreement.** The Parties agree that by signing this MOU, each individual represents and acknowledges that he/she/it has read this MOU in its entirety, understands each and every part of this MOU, and agrees to be bound by this entire MOU and all of terms and conditions contained herein.

13. **Amendment/Modification.** The Parties agree that no amendment or modification of this MOU will be effective, valid, or enforceable unless in writing and signed by each of the Parties.

14. **Survival.** This MOU shall be binding upon, inure to the benefit of, and be enforceable by any and all successors and assigns of the Parties.

***** *Signature page to follow* *****

Executed as of the date first written above, by and between:

Date: 1-31-23

By: Emerald Coast Utilities Authority

Name: J. Bruce Woody, P.E., M.P.A.
Title: Executive Director

Legal in form and execution:

ECUA General Counsel



Date: _____

By: Escambia County
Board of County Commissioners

Name: Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved: _____

Deputy Clerk

Approved as to form and legal
sufficiency.

By/Title: Robert A. Wood, Co. Atty.
Date: Feb 16, 2023

Date: _____

By: City of Pensacola, Florida

Name: Mayor, D.C. Reeves

City Clerk, Ericka L. Burnett

Approved as to Substance:

Department Director

Legal in form and execution:

City Attorney