

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date:	June 19, 2012	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Facilities Development & Operations

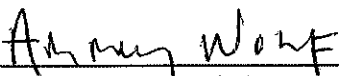

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a First Amendment to Interlocal Agreement (R2008-1178) with the Village of North Palm Beach ("Village") to extend the term of the agreement to July 7, 2016.

Summary: The Agreement, which provides the terms and conditions under which the Village can directly access the County's 800 MHz Radio System, expires on July 7, 2012. The Agreement provides for two (2) renewal options, each for a period of four (4) years. Both parties must approve the renewal option. The Village has approved a renewal to extend the term of the Agreement until July 7, 2016. The renewal now requires Board approval. The terms of the Agreement are standard and have been offered to all municipalities and local branches of State/Federal agencies where connection through an established municipal hub is not technically feasible. The annual fees are consistent with those being charged to the County departments. The Village is required to pay all costs associated with subscriber units and to comply with the established operating procedures for the System. The Agreement may be terminated by either party, with or without cause, on October 1st of any year, with a minimum of 6 months notice. This First Amendment renews the term, updates Attachment 1 regarding the Public Radio System Policies and Procedures, and provides for disclosure of the County code requirements regarding the Office of the Inspector General. Other than the changes set forth herein, all other terms remain the same. (ESS) Countywide (JM)

Background and Justification: On July 8, 2008, the Board approved the Agreement with the Village for a period of four (4) years expiring on July 7, 2012. After approval of this First Amendment, there will remain one (1) renewal option.

Attachments:
First Amendment

Recommended By:	 Department Director	6/30/12 Date
Approved By:	 County Administrator	6/12/12 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	(\$13,520.54)	(\$13,520.54)	(\$13,520.54)	(\$13,520.54)
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	(\$13,520.54)	(\$13,520.54)	(\$13,520.54)	(\$13,520.54)

ADDITIONAL FTE
POSITIONS (Cumulative)

Is Item Included in Current Budget: Yes X No _____

Budget Account No: Fund 0001 Dept 410 Unit 4150 Object 4901 \$5,698
Fund 3801 Dept 411 Unit B209 Object 4199 \$7,822.54

B. Recommended Sources of Funds/Summary of Fiscal Impact:

The annual operating/maintenance revenues will be used to offset Communication's operating budget expenses for the 800 MHz system. The annual renewal/replacement fees will be placed in the renewal/replacement account to be used for renewal/replacement of system infrastructure. Based on 37 units: = \$154/unit = \$5,698.00; \$211.42/unit = \$7,822.54 for a total of \$ 13,520.54 annually.

C. Departmental Fiscal Review: W 5.31.12

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB

Contract Development and Control

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to Interlocal Agreement R2008-1178 dated July, 8, 2008 (the "Agreement"), is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and the Village of North Palm Beach, a municipal corporation of the State of Florida ("Village").

In consideration of the mutual promises contained herein, the County and Village agree as follows:

1. The term of the Agreement, expires on July 7, 2012, and shall be extended to July 7, 2016, pursuant to the exercise of the first four (4) year renewal option.
2. Attachment 1 to the Agreement is hereby deleted in its entirety and is hereby replaced by Attachment 1 attached hereto and made a part hereof.
3. Attachment 2 and Attachment 3 to the Agreement are hereby deleted in their entirety.
4. Section 1.027 of the Agreement is deleted in its entirety and replaced with the following:

1.027 System Administrator: An employee within the County's Electronic Services and Security Division of the Department of Facilities Development & Operations Department with the title Radio System Administrator who is responsible for day to day administration and management of the System and the County's designated contact person pursuant to various sections of this Agreement.

5. Section 2.02 of the Agreement is modified by deleting the first sentence and replacing it with the following:

The Network Maintenance and Administration Plan dated June 6, 2002, as referenced on Attachment 1 hereto, identifies the general procedures for the management of the system and procedures for input into operating and technical policy development.

6. Section 3.01 of the Agreement is deleted in its entirety and replaced with the following:

3.01 The County's 800 MHz Trunked Radio System and Microwave System consists of ten (10) transmit and receive sites with co-located microwave equipment and three (3) microwave only sites that provide network connectivity as well as the ability to interconnect with co-located County owned dispatch equipment.

7. Section 4.043 shall be added to the Agreement as follows:

4.043 All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County will be kept confidential by the Village and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by law or lawful order. All system parameters shall remain the County's property, and may only be reproduced or distributed with the written permission of the County. The Village agrees that the County has sole and exclusive ownership of all right, title and interest to the Confidential Information and that such information may be recalled at any time.

8. Section 4.07 of the Agreement is modified by deleting the last sentence and replacing it with the following:

The County's Talk Group and Radio ID allocations are on file with the County and are available upon request.

9. Section 10.05 of the Agreement is modified by deleting the reference to "within the time frames identified in Attachment 2 and replacing it with "pursuant to the Policies and Procedures referenced on Attachment 1 hereto".

10. Section 10.06 of the Agreement is deleted in its entirety and replaced with the following:

10.06 The County shall be responsible for talk group and fleet mapping management in accordance with the procedures and policies set forth in Attachment 1, as may be amended and updated from time to time.

11. Section 13 of the Agreement is amended by replacing the reference to "two (4) year terms" with "two (2) additional terms of four (4) years each".

12. Section 13 of the Agreement is further amended by deleting the last sentence and replacing it with the following:

Such renewal will require approval of both parties and the County may not unreasonably withhold its approval of the renewal.

13. The Agreement is hereby modified to add the following:

**SECTION 21: PALM BEACH COUNTY OFFICE OF THE INSPECTOR
GENERAL AUDIT REQUIREMENTS**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector

General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

14. Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the Village and County.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the day and year first above written.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Shelley Vana, Chair

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS:**

By: _____
Audrey Wolf, Director
Facilities Development & Operation

ATTEST:

VILLAGE OF NORTH PALM BEACH,
a municipal corporation of the State of
Florida

By: _____
_____, Village Clerk

By: _____
_____, Mayor

By: _____
_____, Village Manager

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
_____, Village Attorney

Attachment 1

PALM BEACH COUNTY
PUBLIC SAFETY RADIO SYSTEM
POLICIES AND PROCEDURES

June 2002

<u>Policy / Procedure Title</u>	<u>Last Revision Date</u>
1. Countywide Use of 800 MHz System (O.P. # I-01)	Oct. 1, 2001
2. Countywide Use of 800 MHz System Talk Groups (O.P. # I-04)	Oct. 1, 2001
3. Monitoring and Evaluation of Public Safety Radio System Talk Groups (O.P. # I-05)	Oct. 1, 2001
4. Emergency Medical Communications (O.P. # I-06)	Oct. 1, 2001
5. Reporting of Problems and Modifications of the Public Safety Radio System (O.P. # I-07)	Oct. 1, 2001
6. Countywide Use of Public Safety Radio System During Times of Catastrophic Failure which result in non-trunking "conventional" operation (O.P. # I-10)	Oct. 1, 2001
7. Network Maintenance and Administration Plan	June 6, 2002