

Agenda Item #:

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

Meeting Date: **March 12, 2013**

☒ **Consent** ☐ **Regular**
☐ **Ordinance** ☐ **Public Hearing**

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a First Amendment to Interlocal Agreement (R2007-1108) with the Florida Forest Service, Florida Department of Agriculture and Consumer Services (Forest Service) to extend the term of the agreement for interoperable radio communications through the countywide common talk groups of the County's 800 MHz Radio System to July 9, 2017.

Summary: The Agreement, which provides the terms and conditions under which the Forest Service can program its radios and utilize the countywide common talk groups for certain inter-agency communications expired on July 9, 2012. The Agreement provided for three (3) renewal options, each for a period of five (5) years. Both parties must approve the renewal option. The Forest Service has approved a retroactive renewal to extend the term of the Agreement until July 9, 2017. 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 with 800 MHz trunked radio capabilities. There are no charges associated with this Agreement. The Forest Service is required to pay all costs associated with the subscriber units and to comply with established operating procedures for the System. The Agreement may be terminated by either party, with or without cause. This First Amendment retroactively renews the term, updates the notice provisions, updates the Forest Service name, modifies the provision on access and release of programming codes, and provides for disclosure of County Ordinance No. 2009-049 establishing 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 10, 2007 the Board approved the Agreement with the Forest Service for a period of five (5) years expiring on July 10, 2012. After approval of the First Amendment, there will be two (2) remaining renewal options.

Attachments:

First Amendment

Recommended By: Ann May Wolf 2/8/13
Department Director Date

Approved By:  7/1/13
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures					
Operating Costs					
External Revenues					
In-Kind Match (County)					
NET FISCAL IMPACT					
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes No

Budget Account No: Fund Dept Unit Object
Program

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

There is no fiscal impact with this item.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB

Contract Development and Control
2-26-13 B. Wheeler

B. Legal Sufficiency:

Assistant County Attorney 2/26/13

C. Other Department Review:

Department Director

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to Agreement R2007-1108 dated July 10, 2007 (the "Agreement"), is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida, ("County") and the Florida Forest Service, Florida Department of Agriculture and Consumer Services ("Forest Service"), formerly known as Florida Division of Forestry, Field Unit Area 18, Everglades District, a field operations unit of the State's Division of Forestry ("District").

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

1. The term of the Agreement, expired on July 9, 2012, and shall be retroactively extended to July 9, 2017, pursuant to the exercise of the first five (5) year renewal option.
2. All references in the Agreement to Florida Division of Forestry, Field Unit Area 18, Everglades District, a field operations unit of the State's Division of Forestry ("District") shall be replaced with Florida Forest Service, Florida Department of Agriculture and Consumer Services ("Forest Service").
3. Attachment I to the Agreement is hereby deleted in its entirety and is hereby replaced by Attachment I attached hereto and made a part hereof.
4. Attachment II to the Agreement is hereby deleted in its entirety.
5. Section 1.026 of the Agreement is deleted in its entirety and replaced with the following:

1.026 System Administrator: An employee within the County's Electronic Services & Security Division of the Department of Facilities Development & Operations 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.
6. Section 2.01 of the Agreement is deleted in its entirety and replaced with the following:

2.01 The Palm Beach County Electronic Services & Security Division's System Administrator will be the Forest Service's day to day contact and can be reached at 561-233-0837. The Electronic Services & Security Division is staffed from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Dispatch Center at 561-712-6428 and the appropriate on-call contact will be made.
7. 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 I hereto, identifies the general procedures for the management of the system and procedures for input through the user committees into operating procedure development.

8. Section 3.04 of the Agreement is modified by deleting the last sentence and replacing it with the following:

The Forest Service shall be notified of scheduled preventative maintenance, pursuant to the Policies and Procedures referenced on Attachment I hereto.

9. Section 3.05 of the Agreement is deleted in its entirety and replaced with the following:

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

10. Section 4.05 of the Agreement shall be deleted in its entirety and replaced with the following:

4.05 Access and programming codes will only be released to: 1) service staff employed by the Forest Service, 2) approved commercial service providers under contract with the Forest Service, 3) County departments (PBSO, Fire Rescue and/or Electronic Services & Security Division, or 4) another State or Federal agency that has in-house service personnel and an agreement with the County.

11. Section 5.01 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.

12. Section 9 of the Agreement is modified by replacing the reference to "three (5) year terms thereafter" with "three (3) additional terms of five (5) years each".

13. Section 9 of the Agreement is further modified 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.

14. Section 12 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 12: NOTICES

Any notice given pursuant to the terms of this Agreement shall be in writing and be delivered by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

County Administrator
301 North Olive Avenue
West Palm Beach, FL 33401

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411

With a copy to:

Radio System Administrator
2601 Vista Parkway
West Palm Beach, FL 33411

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

As to the Forest Service copies to:

Telecom Specialist	District Manager
Florida Forest Service	Florida Forest Service
3315 SW College Ave.	3315 SW College Avenue
Davie, FL 33314	Davie, FL 33314

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

**SECTION 17: 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.

16. 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 Forest Service 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

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

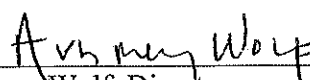
By: _____
Deputy Clerk

By: _____
Steven L. Abrams, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Assistant County Attorney

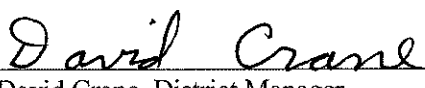
APPROVED AS TO TERMS AND
CONDITIONS

By: 
Audrey Wolf, Director
Facilities Development & Operations

ATTEST:

FLORIDA FOREST SERVICE, FLORIDA
DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES

By: 
Signature of Witness

By: 
David Crane, District Manager

MICHELLE WILLIAMS
Printed Name of Witness

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Print Name: _____
Print Title: _____

Attachment I

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