

## **AGENDA ITEM SUMMARY**

**Meeting Date:** April 16, 2013

**[X] Consent**

**[ ] Regular**

**[ ] Ordinance**

**[ ] Public Hearing**

**Department: Facilities Development & Operations**

## **I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** a Second Amendment to Interlocal Agreement (R2002-2063) with the Solid Waste Authority (SWA) to extend the term of the Interlocal Agreement (Agreement) for interoperable radio communications through the countywide common talk groups of the County's 800 MHz Radio System to November 18, 2017.

**Summary:** The Agreement (R2002-2063) amended by First Amendment (R2007-0491), provides the terms and conditions under which the SWA can program into its radios and utilize the countywide common talk groups for certain inter-agency communications expired on November 19, 2012. The Agreement provided for three (3) renewal options, for a period of five (5) years each. Both parties must approve the renewal option. The SWA has approved a retroactive renewal to November 18, 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 and ambulance service providers with 800 MHz trunked radio capabilities. There are no charges associated with the Agreement. The SWA 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. This Second Amendment retroactively renews the term, updates the notice provisions, modifies the provision on access and release of programming codes, and provides for disclosure of County Ordinance No. 2011-009 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 November 19, 2002 the Board approved the Interlocal Agreement (R2002-2063) which was amended by the First Amendment (R2007-0491) on April 10, 2007 extending the term to November 19, 2012. After approval of the Second Amendment, there will be one remaining renewal option.

**Attachments:**

## Second Amendment

**Recommended By:** \_\_\_\_\_  
Department Director Date

**Department Director**

Date \_\_\_\_\_

Approved By: \_\_\_\_\_ Date: 4/5/13  
County Administrator

## 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: \_\_\_\_\_ *W 3/19/13*

## 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

## SECOND AMENDMENT TO INTERLOCAL AGREEMENT

**THIS SECOND AMENDMENT** to Agreement R2002-2063 dated November 19, 2002, as amended by R2007-0491 (collectively referred to herein as the "Agreement"), is made as of \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, ("County") and the Solid Waste Authority of Palm Beach County, a government entity created pursuant to Chapter 75-473 ("Authority").

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

1. The term of the Agreement, expired on November 19, 2012, and shall be retroactively extended to November 18, 2017, pursuant to the exercise of the second five (5) year renewal option.
2. 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.
3. 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.

4. 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 Authority'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.

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 I hereto, identifies the general procedures for the management of the system and procedures for input through the user committees into operating procedure development.

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

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

7. 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 Policies and Procedures set forth in Attachment I, as may be amended and updated from time to time.
8. Section 4.04 of the\* Agreement shall be deleted in its entirety and replaced with the following:
  - 4.04 The Authority shall receive certain access codes to the County's System to enable the Common Talk Groups to be programmed into their equipment. The access codes are to be treated as confidential information and the Authority is responsible to safeguard the code information from release to unauthorized parties. 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 Authority 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 Authority 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.
9. 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 Authority, 2) approved commercial service providers under contract with the Authority, 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.
10. Section 4.09 of the Agreement is modified by deleting the first sentence and replacing it with the following:

In the case of lost or stolen equipment, the Authority will notify the System Administrator by e-mail or fax authorizing the System Administrator to disable the equipment.
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 term 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 amended, as to the County address, to:

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

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 Second Amendment and the previous 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 Authority and County.

IN WITNESS WHEREOF, the parties have caused this Second 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:

By: \_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

SOLID WASTE AUTHORITY OF PALM  
BEACH COUNTY

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

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