

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS <u>AGENDA ITEM SUMMARY</u>

Meeting Date:	June 4, 2013	[X] Co	nsent []	Regular
		[] Or	dinance []	Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a First Amendment to the Interlocal Agreement (R2009-0559) ("Agreement") with the Town of Lantana ("Town") to extend the term of the Agreement to April 7, 2017.

Summary: The Agreement, which provides the terms and conditions under which the Town can directly access the County's 800 MHz Radio System expired on April 7, 2013. The Agreement provides for two (2) renewal options, each for a period of four (4) years. Both parties must approve the renewal option. The Town has approved a retroactive renewal to extend the term of the Agreement to April 7, 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 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 Town 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 Amendment retroactively renews the term, updates the attachment regarding the Public Safety Radio System Policies and Procedures, modifies the provision on access and programming codes, provides for disclosure of County Ordinance No. 2011-009 establishing the Office of the Inspector General and provides for the exclusion of third party beneficiaries to this Agreement. Other than the changes set forth herein all other terms and conditions remain the same. (ESS) Countywide (JM)

Background and Justification: On April 7, 2009, the Board approved the Agreement with the Town for a period of four (4) years expiring on April 7, 2013. After approval of this First Amendment, one (1) renewal option will remain.

Attachments:

First Amendment

Recommended B	:AMMy WOYF	513/13
	Department Director	Date /
Approved By: _	akr	5/13/17
	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 Program Income	(<u>\$ 8,</u> 271 vs)	(\$16,443.90)	(\$16,443.90)	(\$16,443.90)	(B'351 d2)
(County) In-Kind Match (County)					
NET FISCAL IMPACT	<u>(\$'.8, 221 °5)</u>	<u>(\$16,443.90)</u>	<u>(\$16,443.90)</u>	<u>(\$16,443.90)</u>	(<u>8,321</u> 9 5)
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Current Budget: Yes <u>X</u> No					
Budget Account No:	Fund <u>0001</u>	Dept <u>410</u> 3801411	Unit4150B2093758	_ Object <u>49</u>	000 (\$6,930.0((\$9,513.9(

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

C. Departmental Fiscal Review:

5-1-13

III. <u>REVIEW COMMENTS</u>

A. OFMB Fisçal and/or Contract Development Comments:



Legal Sufficiency: **B**. 13 11 01 ssistant County Attorney

C. Other Department Review:

Department Director

113 Contract Development and Control A poheeler 10.13 5

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to Interlocal Agreement R2009-0559 dated April, 7, 2009 (the "Agreement"), is made as of ______, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and the Town of Lantana, a municipal corporation of the State of Florida ("Town").

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

- 1. The term of the Agreement, expires on April 7, 2013, and shall be retroactively extended to April 7, 2017, 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 <u>System Administrator</u>: 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 Town 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 Town 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. The Agreement is hereby modified to add the following:

SECTION 23: NO THIRD PARTY BENEFICIARY

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and/or the Town.

15. 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 Town 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

APPBQVED AS TO FORM AND LEGAL SUFFICIENCY: Mel. County Attorney

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

By:

Steven L Abrams, Mayor

APPROVED AS TO TERMS AND **CONDITIONS:**

By: Audrey Wolf, Director

Facilities Development & Operations

ATTEST:

By: <u>Amptal 1. Jibson</u> <u>Crystal Gibson</u>, Town Clerk

Town of Lantana, a municipal corporation of the State of Florida

Bv

David J. Stewart, Mayor

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Deborah S. Manzo, Town Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENC R.MAX LOHMAN , Town Attorney

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Attachment 1

PALM BEACH COUNTY PUBLIC SAFETY RADIO SYSTEM POLICIES AND PROCEDURES

June 2002

	Policy / Procedure Title	Last Revision Date
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