

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

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<b>Meeting Date:</b>	August 13, 2013	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

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**Department:** Facilities Development & Operations

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**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** a Second Amendment to the Interlocal Agreement (R2003-1206) (Agreement) with the Village of Palm Springs (Village) 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 August 18, 2018.

Summary: The Agreement, which provides the terms and conditions under which the Village can program its radios and utilize the countywide common talk groups for certain inter-agency communications expires on August 18, 2013. The Agreement provides for three (3) renewal options, each for a period of five (5) years. The Village has approved a renewal to extend the term of the Agreement to August 18, 2018 and 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 Village 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 Second Amendment renews the term, updates the notice provisions, updates the attachments, updates the provision on County Code Section 2-421 - 2-440 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 remain the same. **(ESS) Countywide (JM)**

**Background and Justification:** On August 19, 2003 the Board approved the Agreement with the Village for a period of five (5) years. On November 18, 2008 the Board approved a First Amendment to the Agreement extending the term to August 18, 2013. After approval of the Second Amendment, there will be one (1) remaining renewal option.

**Attachments:**

Second Amendment

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**Recommended By:** Ann May Wolf 7/16/13  
Department Director Date

**Approved By:** [Signature] 7/20/13  
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)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	=====	=====	=====	=====	=====
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

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 7-11-13*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

<p>_____ <i>M. S. ... 7/24/13</i>                  OFMB  <i>8/21/13</i></p>	<p>_____ <i>Dr. J. Jacobson 7/15/13</i>                  Contract Development and Control  <i>7-24-13 C. Wheel</i></p>
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**B. Legal Sufficiency:**

\_\_\_\_\_ *James C. ... 7/25/13*  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

## SECOND AMENDMENT TO INTERLOCAL AGREEMENT

**THIS SECOND AMENDMENT** to Interlocal Agreement R2003-1206 dated August 19, 2003, as amended by R2008-2061 (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 Village of Palm Springs, 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 August 18, 2013 and shall be extended to August 18, 2018, 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. Attachment II and Attachment III are hereby deleted in their entirety.
4. All references in the Agreement to "Communication Division" shall be deleted and replaced with "Electronic Services & Security Division".
5. All references in the Agreement to 800 MHz Trunked Radio System are deleted and replaced with Public Safety Trunked Radio System.
6. Section 1.025 of the Agreement is deleted in its entirety and replaced with the following:  

1.025 System: The Public Safety Trunked Radio System funded, purchased, installed, maintained and owned by the County.
7. 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.

8. 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 Village's day to day contact and can be reached at 561-233-0837. The Electronic Services & Security Division is staffed from 8:00 am to 5:00 pm, 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.

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

The System 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 and procedure development.

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

The Village shall be notified of scheduled preventive maintenance, pursuant to the policies and procedures referenced on Attachment I hereto.

11. 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.

12. 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.

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

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 Village:

Village Administrator  
Village of Palm Springs  
226 Cypress Lane  
Palm Springs, Florida 33461

With a copy to:  
Village Police Chief  
Village of Palm Springs  
230 Cypress Lane  
Palm Springs, Florida 33461

14. 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.

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

**SECTION 18: NO THIRD PARTY BENEFICIARY**

No provision of this Agreement 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 Agreement, including, but not limited to, any citizen or employees of the County and/or Village.

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 Village and County.

(Remainder of the page intentionally left blank)

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: *James C. King*  
Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By: *Audrey Wolf*  
Audrey Wolf, Director  
Facilities Development & Operations

ATTEST:

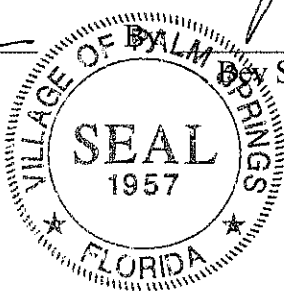
By: *Virginia Walton*  
Virginia Walton, Village Clerk

VILLAGE OF PALM SPRINGS

*Bob Smith*  
Bob Smith, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: *CSA* *Fovl*  
Village Attorney



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. System Maintenance and Administration Plan	June 6, 2002