Agenda Item #: 3μ -7

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	September 10, 2013	[X] Consent [] Ordinance	[] Regular [] Public Hearing				
Department:	Facilities Development & C	perations					
I. EXECUTIVE BRIEF							
Motion and Title: Staff recommends motion to approve: a First Amendment to Interlocal Agreement (R2009-1661) with the Town of South Palm Beach (Town) to extend the term of the Agreement for direct access to the County's 800 MHz Radio System to October 5, 2017.							
access the County's renewal options, each the renewal now recall municipalities a municipal hub is not departments. The T the established operawithout cause, on O the term, updates the Section 2-421 - 2-4 encryption and proven	800 MHz Radio System expires the for a period of four (4) years. Juires Board approval. The term and local branches of State/Fed technically feasible. The annual own is required to pay all costs at a ting procedures for the System. Cotober 1st of any year, with a mine attachments, updates contact 440 establishing the Office of the state of t	on October 5, 2013. The Town has approved s of the Agreement are seral agencies where confees are consistent with associated with Town's sure The Agreement may be animum of 6 months noticinformation, provides for the Inspector General, may be nefficiaries. Other	der which the Town can directly e Agreement provided for two (2) a renewal to October 5, 2017 and standard and have been offered to onnection through an established those being charged to the County abscriber units and to comply with terminated by either party, with or ce. The First Amendment renews or the disclosure of County Code modifies the provision on use of than the changes set forth herein,				
Background and Justification: On October 6, 2009, the Board approved the Interlocal Agreement (R2009-1661) with an expiration date of October 5, 2013. After approval of the First Amendment, there will be one (1) remaining renewal option for four (4) years.							
Attachments:							
First Amendment							
Recommended By:	Army M Department Di	lo LF rector	8/11/13 Date				
Approved By:	County Admin	istrator	P/(C/(J 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	<u>(\$3,654)</u>	<u>(\$3,654)</u>	<u>(\$3,654)</u>	<u>(\$3,654)</u>	(\$3,654)			
NET FISCAL IMPACT	(\$3,654)	<u>(\$3,654)</u>	<u>(\$3,654)</u>	(\$3,654)	<u>(\$3,654)</u>			
# ADDITIONAL FTE								
Is Item Included in Current Budg	et: Yes		No					
Budget Account No: Fund	$ \begin{array}{ccc} 0001 & 410 \\ \hline 3801 & 411 \end{array} $	4150 B209	$ \begin{array}{r} 04 & \underline{4901} \\ 01 & 3728 \end{array} $	\$1,540 \$2,114				
B. Recommended Sources of Funds/Summary of Fiscal Impact:								
C. Departmental Fiscal Review:								
	III. <u>REVII</u>	EW COMM	<u>IENTS</u>					
A. OFMB Fiscal and/or Contract Development Comments: OFMB KN 3/H Frens Contract Development and Control 8-18-18-18-18-18-18-18-18-18-18-18-18-18								
B. Legal Sufficiency: Assistant County Attorney 8/19/13								
C. Other Department Reviews	;							
Department Director								

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to Agreement R2009-1661 dated October 6, 200)9,
(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 Town of South Palm Beach, 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 October 5, 2013 and shall be extended to October 5, 2017, pursuant to the exercise of the first four (4) 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 Π and Attachment Π are hereby deleted in their entirety.
- 4. All references in the Agreement to the 800 MHz Trunked Radio System shall be deleted and replaced with the Public Safety Trunked Radio System ("System").
- 5. 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 & Security Division of the Department of Facilities Development & Operations with the title 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 2.02 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.

- 7. Section 4.033 is deleted in its entirety and replaced by the following:
 - 4.033 The Town may request the use of encryption, but the utilization of such capabilities is only for covert use and not for daily dispatch communications. The County will assign digital ID's in an amount equal to 10% of the Town's analog ID allocation. The Town will be responsible to provide the County the Digital ID assignments as required by Section 4.07. Should the Town require access to the encrypted talk-groups by their dispatch center they will need to allow the "Key Loading" of the Town's encryption code into the 800 System by the County or its service provider.
- 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 10.01 of the Agreement is modified by adding the following sentence:

Routine maintenance that affects system coverage and/or capacity shall be attempted to be made during non-peak hours.

10. Section 10.05 is deleted and replaced with the following:

The County will provide notifications of system problems and time for system to the Town Representative within the time frames identified in Attachment 1.

11. 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.

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

SECTION 23: 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 Town.

13. 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)

ATTEST: PALM BEACH COUNTY, a political subdivision of the State of Florida SHARON R. BOCK **CLERK & COMPTROLLER** By: By: Deputy Clerk Steven L. Abrams, Mayor APPROVED AS TO FORM APPROVED AS TO TERMS AND AND LEGAL SUFFICIENCY CONDITIONS Assistant County Attorney Facilities Development & Operations ATTEST: TOWN OF SOUTH PALM BEACH Dr. Donald Clayman Mayor Janet K. Whipple, MMC, Town Clerk

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of

the day and year first above written.

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APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Attachment I

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)	
	operation (O.r. # 1-10)	Oct. 1, 2001
7.	System Maintenance and Administration Plan	June 6, 2002