Agenda Item #: 344-2

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

<b>Meeting Date:</b>	October 22, 2013	[X] Consent [ ] Ordinance	[ ] Regular [ ] Public Hearing
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Department:	Facilities Development &	t Operations	
	I DVD	CUTIVE DDIEF	
	1. <u>EAC</u>	CUTIVE BRIEF	·
(R2003-1964) with	the City of Coral Springs (City	) to extend the term of the	nendment to Interlocal Agreement Agreement for interoperable radio nty's 800 MHz Radio System to
radios and utilize to December 1, 2013. The City has appropriate appropriate appropriate and learn the charges associate subscriber units and be terminated by einotice provisions, to establishing the Office appropriate the control of the control	he countywide common talk. The Agreement provided for ved a renewal to extend the ted approval. The terms of the ocal branches of State/Federal ed with the Agreement. The to comply with the established ther party, with or without caupdates the attachments, provided	groups for certain inter-age three (3) renewal options, arm of the Agreement to Date Agreement are standar agencies with 800 MHz true. City is required to pay all doperating procedures for use. This Second Amendates for disclosure of Country and provides for the excl	which the City can program into its gency communications expires on each for a period of five (5) years. December 1, 2018 and the renewal of and have been offered to all anked radio capabilities. There are all costs associated with the City's the System. The Agreement may ment renews the term, updates the anty Code Section 2-421 - 2-440 usion of third party beneficiaries.  So Countywide (JM)
period of five (5) ye	ears. On June 3, 2008 the Boar	rd approved a First Amend	the Agreement with the City for a liment to the Agreement extending the there will be one (1) remaining
Attachments:			
Second Amendm	ent		
Recommended By:	Department		9 20 13 Date
Approved By:	County Adm	inistrator	Date

## II. FISCAL IMPACT ANALYSIS

Α.	Five Year Summary	of Fiscal Impa	ict:	•		
Fisca	al Years	2014	2015	2016	2017	2018
Ope	ital Expenditures rating Costs rnal Revenues					
In-K	and Match (County					
NET	FISCAL IMPACT	0*	0	0	0	
	DDITIONAL FTE ITIONS (Cumulative)					
Is It	em Included in Curren	t Budget:	Yes	No	_	
Budg	get Account No: Fund	Dept	Ur	uit Obj	ect P	rogram
C.	Departmental Fiscal	Review:			······	
C.	Departmental Fiscal		REVIEW CO			
<b>A.</b>	OFMB Fiseal and/or	Contract Dov	olonmont Com	monts. /	7	
<b>A.</b>	OFMB KN Stalker	9/27/2013	$\mathcal{A}_{\mathcal{C}}$	et Development a	nd Control	9/27/13
В.	Legal Sufficiency:  Assistant County Atto	9/30/	(3			
C.	Other Department R	leview:				
	Department Director			•		

#### SECOND AMENDMENT TO INTERLOCAL AGREEMENT

THIS SECOND AMENDMENT	to Interlocal Agreement R2003-1964 dated
December 2, 2003, as amended by R2008	-0966 (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 City of Coral
Springs, a municipal corporation of the State	e of Florida, ("City").

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

- 1. The term of the Agreement expires on December 1, 2013 and shall be extended to December 1, 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 the 800 MHz Trunked Radio System shall be deleted and replaced with the Public Safety Trunked Radio System ("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 City'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 into operating and procedure development through the user committees.

- 10. Section 3.04 of the Agreement is deleted in its entirety and replaced with the following:
  - 3.04 The County shall maintain the coverage within the County's geographic boundaries as described in the County's contract with Motorola R98-2006D throughout the term of this Agreement except for times of scheduled preventative maintenance, where it will be required to disable portions of the network for a pre-determined length of time or during times of system failures. The City shall be notified of scheduled preventative 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 City:

City Manager City of Coral Springs 9551 West Sample Road Coral Springs, FL 33065 With a copy to:

City Attorney City of Coral Springs 9551 West Sample Road Coral Springs, FL 33065

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 City.

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 City 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	APPROVED AS TO TERMS AND CONDITIONS
By: August County Altorney	By: Ann Work Audrey Wolf, Director Facilities Development & Operations
ATTEST:	CITY OF CORAL SPRINGS
By: Jarephine Charles City Crork Signature	By: Mull Signature of Mayor
Josephine Chavez, CRM City Clerk Printed Name	Vincent Boccard  Mayor Printed Name
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By:	

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#### Attachment I

### PALM BEACH COUNTY PUBLIC SAFETY RADIO SYSTEM POLICIES AND PROCEDURES

#### June 2002

	Policy / Procedure Title	<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)	l" Oct. 1, 2001
7.	System Maintenance and Administration Plan	June 6, 2002