

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

Meeting Date: April 1, 2014 **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 (R2004-0645) with the Florida Fish and Wildlife Conservation Commission ("Agency") 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 April 11, 2019.

Summary: The Agreement which provides the terms and conditions under which the Agency can program into its radios and utilize the countywide common talk groups for certain inter-agency communications expires on April 11, 2014. The Agreement provided for three (3) renewal options, each for a period of five (5) years. The Agency has approved a renewal to extend the term of the Agreement to April 11, 2019 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 the Agreement. The Agency is required to pay all costs associated with the Agency's 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 renews the term, updates the notice provisions, updates the attachments, provides for disclosure of County Code Section 2-421 - 2-440 establishing the Office of the Inspector General, and provides for the exclusion of third party beneficiaries. Other than the changes set forth herein, all other terms remain the same. (ESS) Countywide (JM)

Background and Justification: On April 13, 2004, the Board approved the Agreement with the Agency for a period of five (5) years. On September 9, 2008, the Board approved a First Amendment to the Agreement extending the term through April 11, 2014. After approval of the Second Amendment, there will be one (1) remaining renewal option.

Attachments:

Second Amendment

Recommended By: Annmarie Wolf 2/28/14
Department Director Date

Approved By: [Signature] 3/19/14
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
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 _____ Revenue Source _____
 Fund _____ Dept _____ Unit _____ Revenue Source _____

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

* There is no fiscal impact with this item.

W 2/28/14

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 3/12/14
 OFMB 3/5/14

[Signature] 3/15/14
 Contract Development and Control
 3-20-14

B. Legal Sufficiency:

[Signature] 3/21/14
 Assistant County Attorney

C. Other Department Review:

 Department Director

SECOND AMENDMENT TO INTERLOCAL AGREEMENT

THIS SECOND AMENDMENT to Agreement R2004-0645 dated April 13, 2004, as amended by R2008-1480 (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 Florida Fish and Wildlife Conservation Commission, ("Agency").

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

1. The term of the Agreement expires on April 11, 2014 and shall be extended to April 11, 2019, 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 Agency'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 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 preventive 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 Agency 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 Agency:

Major Camille Soverel
Florida Fish and Wildlife Commission
8535 Northlake Blvd.
West Palm Beach, Florida 33412-3303

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 Agency.

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 Agency 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:

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

**SHARON R. BOCK
CLERK & COMPTROLLER**

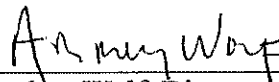

By: _____
Deputy Clerk

By: _____
Priscillia A. Taylor, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

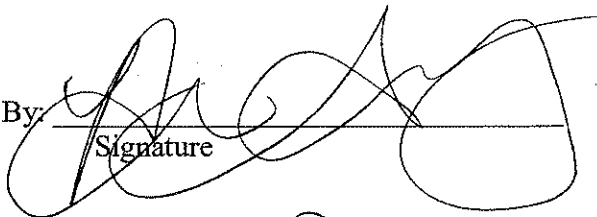
**APPROVED AS TO TERMS AND
CONDITIONS**


By:  _____
Assistant County Attorney

By:  _____ 
Audrey Wolf, Director
Facilities Development & Operations

ATTEST:

**FLORIDA FISH AND WILDLIFE
COMMISSION**

By:  _____
Signature
Nicole Stanley
Printed Name

By:  _____
Signature
JACK DAUGHERTY
Printed Name

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**
 _____
Commission 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