

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

|                      |             |  |  |
|----------------------|-------------|--|--|
| <b>Meeting Date:</b> | May 6, 2014 | <input checked="" type="checkbox"/> <b>Consent</b> | <input type="checkbox"/> <b>Regular</b>        |
|                      |             | <input type="checkbox"/> <b>Ordinance</b>          | <input type="checkbox"/> <b>Public Hearing</b> |

|                    |                                     |
|--------------------|-------------------------------------|
| <b>Department:</b> | Facilities Development & Operations |
|--------------------|-------------------------------------|

**I. EXECUTIVE BRIEF**

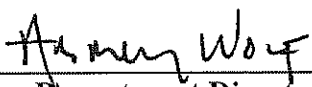

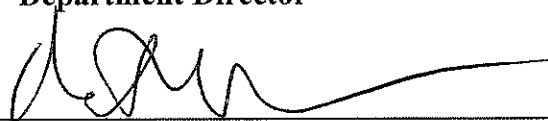
**Motion and Title:** Staff recommends motion to approve: a First Amendment to the Interlocal Agreement (R2008-0758) with the City of Fort Lauderdale (City) to extend the term of the Agreement for interoperable radio communications through the countywide common talk groups of the County's 800 MHz Radio System to May 5, 2018.

**Summary:** The Agreement which provides the terms and conditions under which the City can program into its radios and utilize the countywide common talk groups for certain inter-agency communications expired on May 5, 2013. The Agreement provided for three (3) renewal options, each for a period of five (5) years. The City has approved a renewal to retroactively extend the term of the Agreement to May 5, 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 the Agreement. The City is required to pay all costs associated with the City'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 First 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 May 6, 2008, the Board approved the Agreement with the City for a period of five (5) years. After approval of the First Amendment, there will be two (2) remaining renewal options.

**Attachments:**

First Amendment

|                        |  |                 |   |
|------------------------|--|-----------------|---|
| <b>Recommended By:</b> | <br>Department Director   | 4/14/14<br>Date |  |
| <b>Approved By:</b>    | <br>County Administrator | 4/18/14<br>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<br>(County)                    |      |      |      |      |      |
| In-Kind Match (County)                        |      |      |      |      |      |
| NET FISCAL IMPACT                             | *    |      |      |      |      |
| # ADDITIONAL FTE<br>POSITIONS<br>(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.

C. Departmental Fiscal Review:                      4-7-14

## III. REVIEW COMMENTS

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

OFMB                      4/11/14

                     4/15/14  
Contract Development and Control

### B. Legal Sufficiency:

                     4/16/14  
Assistant County Attorney

### C. Other Department Review:

                      
Department Director

### **FIRST AMENDMENT TO INTERLOCAL AGREEMENT**

THIS FIRST AMENDMENT to Interlocal Agreement R2008-0758 dated May 6, 2008 (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 Fort Lauderdale, Florida, a Florida municipality ("City").

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

1. The term of the Agreement, expired on May 5, 2013, and shall be retroactively extended to May 5, 2018, pursuant to the exercise of the first of three (3), five (5) year renewal options.
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. All references in the Agreement to Communications Division shall be deleted and replaced with Electronic Services and Security Division.
4. Section 1.025 of the Agreement is deleted in its entirety and replaced with the following:
  - 1.025 System: The Public Safety Radio System funded, purchased, installed, maintained and owned by the County.
5. 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.
6. 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 a.m. to 5:00 p.m., 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.

7. 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 procedure development.

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

The City shall be notified of scheduled preventative maintenance, pursuant to the Policies and Procedures referenced on Attachment I hereto.

9. 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.

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

#### **SECTION 12: NOTICES**

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 33411-5603

With a copy to:

Radio System Administrator  
2601 Vista Parkway  
West Palm Beach, FL 33411-5610

County Attorney's Office  
301 North Olive Avenue  
West Palm Beach, FL 33401

As to the City:

City Manager  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

City Communications Manager  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

11. 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.

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

**SECTION 18: 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 City.

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 City and County.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the day and year first above written.

ATTEST:

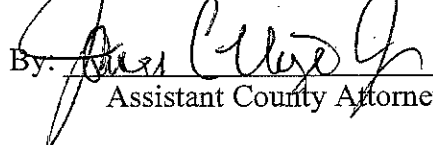
SHARON R. BOCK  
CLERK & COMPTROLLER

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
Assistant County Attorney

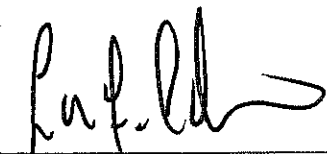
APPROVED AS TO TERMS AND  
CONDITIONS

By:    
Audrey Wolf, Director  
Facilities Development & Operations

CITY OF FORT LAUDERDALE

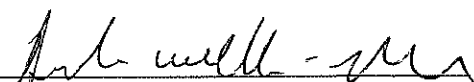
By:   
Mayor

John P. Seiler  
Print Name

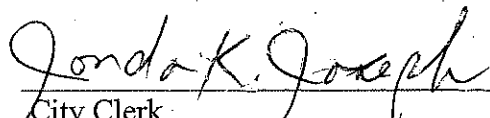
By:   
City Manager

LEE R. FELDMAN  
Print Name

APPROVED AS TO FORM

By:   
Assistant City Attorney

ATTEST:

  
City Clerk  
JONDA K. JOSEPH  
Print Name

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              |