

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	July 22, 2014	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Facilities Development & Operations		

I. EXECUTIVE BRIEF

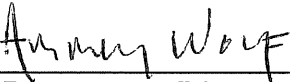

Motion and Title: Staff recommends motion to approve: a First Amendment to the Interlocal Agreement (R2009-0756) with the Department of Homeland Security, Transportation Security Administration (“TSA”) to extend the term of the Agreement for interoperable radio communications through the countywide common talk groups of the County’s 800 MHz Radio System to May 4, 2019.

Summary: The Agreement which provides the terms and conditions under which TSA can program into its radios and utilize the countywide common talk groups for certain inter-agency communications expired on May 4, 2014. The Agreement provided for three (3) renewal options, each for a period of five (5) years. TSA has approved a renewal to retroactively extend the term of the Agreement to May 4, 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. TSA is required to pay all costs associated with TSA’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, provides for the exclusion of third party beneficiaries and provides for disclosure of County Resolution 92-13 prohibiting discrimination. Other than the changes set forth herein, all other terms remain the same. (ESS) Countywide (JM)

Background and Justification: On May 5, 2009, the Board approved the Agreement with TSA for a period of five (5) years. After approval of the First Amendment, there will be two (2) remaining renewal options.

Attachments:

First Amendment

Recommended By:		6/26/14	JM
	Department Director	Date	
Approved By:		7/2/14	
	County Administrator	Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

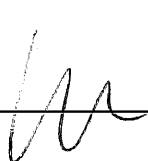
Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income					
(County)					
In-Kind Match (County					
NET FISCAL IMPACT	*				
# ADDITIONAL FTE					
POSITIONS					
(Cumulative)					

Is Item Included in Current Budget: Yes ☐ No ☐

Budget Account
No:
Fund Dept Unit Revenue Source
Fund Dept Unit Revenue Source

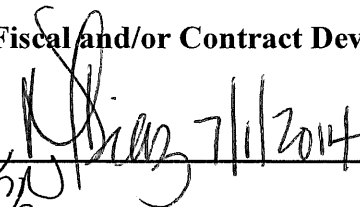
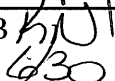
B. Recommended Sources of Funds/Summary of Fiscal Impact:

* There is no fiscal impact with this item.

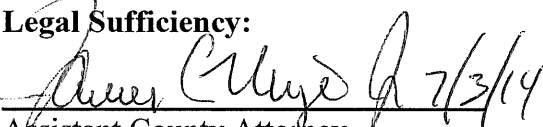
C. Departmental Fiscal Review:  6/26/14

III. REVIEW COMMENTS


A. OFMB Fiscal and/or Contract Development Comments:

 7/1/2014
OFMB  6/30
 7/3/14
Contract Development and Control
7-2-14 

B. Legal Sufficiency:

 7/3/14
Assistant County Attorney

C. Other Department Review:


Department Director

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to Agreement R2009-0756 dated May 5, 2009, is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida, ("County") and the United States Department of Homeland Security, Transportation Security Administration ("TSA" or "Participant").

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

1. The term of the Agreement, expired on May 4, 2014 and shall be retroactively extended to May 4, 2019, pursuant to the exercise of the first 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 is hereby deleted in its 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 Participant'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 deleted in its entirety and replaced 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. The System Maintenance and Administration Plan establishes the Countywide Radio Steering Committee (CRSSC) who is responsible for overseeing and implementing the policies and procedures for the County's 800 MHz Trunked Radio System.

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

The Participant 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 4.05 of the Agreement is deleted in its entirety and replaced with the following:

4.05 Access and programming codes will only be released to: 1) service staff employed by the Participant, 2) approved commercial service providers under contract with Participant, 3) County departments (PBSO, Fire Rescue and/or the County's Electronic Services & Security Division, or 4) another Federal agency, State Agency and/or Participant that has in-house service personnel and an agreement with the County.

13. 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.

14. 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 copies 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 Participant:

Assistant Federal Security Director for Law Enforcement
US Department of Homeland Security – TSA/OLE (FAMS)
Palm Beach International Airport/Melbourne International Airport
3200 Belvedere Road, Suite A124
West Palm Beach, FL 33406

15. 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. Unless prohibited by any state or Federal law or regulation, 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.

16. 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 Participant.

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

SECTION 19: NONDISCRIMINATION

Participant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

18. 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 Participant and County.

(Remainder of the page intentionally left blank)

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

ATTEST:

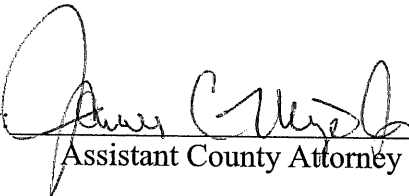
SHARON R. BOCK
CLERK & COMPTROLLER

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

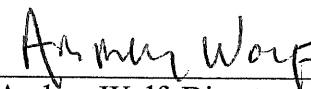
By: _____
Deputy Clerk

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

WITNESS:

UNITED STATES DEPARTMENT OF
HOMELAND SECURITY,
TRANSPORTATION SECURITY
ADMINISTRATION

By:  _____
Signature

By:  _____

By: TRU NGUYEN - PROGRAM SPECIALIST
Print Name

AFSD-LE Steven R. Anderson
Print Name and Title

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