

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

| | | | |
|--------------------------------------|--|--|--|
| Meeting Date: August 16, 2011 | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Regular | |
| | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Public Hearing | |

Department: Facilities Development & Operations

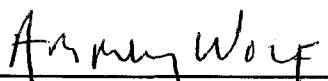
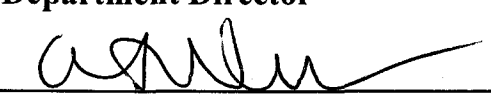
I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Second Amendment to the Agreement (R2006-0346) with the Sheriff of Broward County (Broward), the Sheriff of Monroe County (Monroe) and the City of Miami (Miami) to retroactively extend the term of the Agreement to February 27, 2016.

Summary: The Agreement which provides the terms and conditions under which Broward, Monroe and Miami can program into their radios and utilize each other's common talk groups for certain types of inter-agency communications, expired on February 27, 2011. The Agreement provides for three (3) renewal options, each for a period of five (5) years. Each party must approve the renewal option. Each party has approved the renewal to retroactively extend the term of the Agreement to February 27, 2016. The renewal now requires Board approval. All parties have been in continuous compliance with the terms of the Agreement, but were slow in processing. As such, Staff is recommending approval retroactive to that date. There are no charges associated with this Agreement. Each party is required to pay all costs associated with its subscriber units and to comply with the established operating procedures for each system. The Agreement may be terminated by each party, with or without cause. This Second Amendment renews the term, modifies the Agreement to include Miami as a Participating Agency, updates each party's day to day contact information and notice provision. Other than the changes set forth herein, all other terms remain the same. (ESS) Countywide (JM)

Background and Justification: On February 28, 2006 the Board approved the Agreement with Broward and Monroe for a period of five (5) years expiring on February 27, 2011, which was amended by the First Amendment To Interoperability Agreement dated May 4, 2006, to add Miami as a party to the Agreement. After approval of this Second Amendment, there will remain two (2) renewal options.

Attachments:
Second Amendment

| | | | |
|------------------------|--|---------|--|
| Recommended By: |  | 7/11/11 | |
| | Department Director | Date | |
| Approved By: |  | 7/1/11 | |
| | County Administrator | Date | |

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2011 | 2012 | 2013 | 2014 | 2015 |
|---|---------------------|------|------|------|------|
| Capital Expenditures | \$ | | | | |
| Operating Costs | | | | | |
| External Revenues | | | | | |
| Program Income (County) | | | | | |
| In-Kind Match (County) | | | | | |
| NET FISCAL IMPACT | \$ <i>See below</i> | | | | |
| # ADDITIONAL FTE POSITIONS (Cumulative) | | | | | |

Is Item Included in Current Budget: Yes No

Budget Account No: Fund Dept Unit Object

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

* There is no fiscal impact with this item.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Term Extension only

[Signature] 7/20/11
OFMB *at 7/22/11*

[Signature] 7/29/11
Contract Development and Control
7-28-11 B. Shuman

B. Legal Sufficiency:

[Signature] 8/2/11
Assistant County Attorney

This amendment complies with our review requirements.

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

SECOND AMENDMENT TO INTEROPERABILITY AGREEMENT

THIS SECOND AMENDMENT to the Interoperability Agreement R2006-0346, dated February 28, 2006, as amended by First Amendment to Interoperability Agreement dated May 4, 2006, (Collectively referred to herein as the "Agreement"), is made as of _____, by and among Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County") and Al Lamberti, Sheriff of Broward County, as a State Constitutional Officer (Sheriff), and Robert P. Peryam, Sheriff of Monroe County, as a State Constitutional Officer ("Monroe") and the City of Miami, a municipal corporation of the State of Florida ("Miami").

In consideration of the mutual promises contained herein, the County, Sheriff, Monroe and Miami agree as follows:

1. The term of the Agreement, expired on February 27, 2011, and shall be retroactively extended to February 27, 2016.
2. All references in the Agreement to the Communications Division shall be deleted and replaced with Electronics Services and Security Division.
3. Section 1.024 of the Agreement shall be modified to include the City of Miami as a Participating Agency.
4. Section 2.01 of the Agreement is deleted in its entirety and replaced with the following:

2.01 The Palm Beach County Electronics Services and Security Division's 800 MHz Radio System Administrator will be the Participating Agencies day to day contact and can be reached at 561-233-0837. The Electronics Services and Security Division is staffed from 8:00am to 5:00pm, 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.

The day to day contact for each of the Participating Agencies shall be as follows:

As to the Sheriff:

The Broward Sheriff's Office Trunked Radio System Administrator, José M. De Zayas, who can be reached at 954-357-8012.

As to Monroe:

The Monroe County Sheriff's Office System Administrator, Laura White, who can be reached at 305-289-6035.

As to Miami:

The City of Miami Information Technology Support, Officer Antonio Fernandez, who can be reached at 305-603-6168.

5. 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:

800 MHz 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 Broward County Sheriff's Office:

Sheriff Al Lamberti
Broward County Sheriff's Office
2601 W. Broward Blvd.
Fort Lauderdale, FL 33312

Department of Legal Affairs
2601 W. Broward Blvd.
Fort Lauderdale, FL 33312

As to the City of Miami:

Chief of Police
City of Miami
400 NW 2nd Avenue
Miami, FL 33128

City Attorney
City of Miami
444 SW 2nd Avenue, Suite 945
Miami, FL 33130

As to the Monroe County Sheriff's Office:

Sheriff Robert P. Peryam
Monroe County Sheriff's Office
5525 College Road
Key West, FL 33040

Patrick McCullah
General Counsel
Monroe County Sheriff's Office
5525 College Road
Key West, FL 33040

6. Attachment 1 to the Agreement is hereby deleted in its entirety.
7. Except as modified by this Second 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 County, the Sheriff, Monroe and Miami.

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

ATTEST:

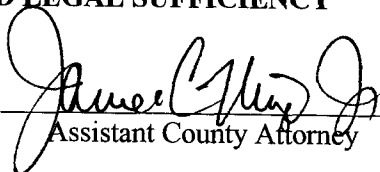
SHARON R. BOCK
CLERK & COMPTROLLER

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

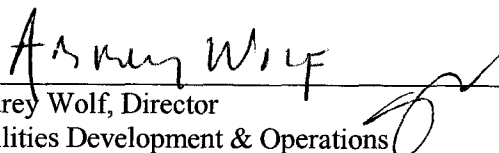
By: _____
Deputy Clerk

By: _____
Karen T. Marcus, Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:  _____
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By:  _____
Audrey Wolf, Director
Facilities Development & Operations

ATTEST:

CITY CLERK:

By: Priscilla A. Thompson
Priscilla A. Thompson, City Clerk
6-21-11

CITY OF MIAMI, a municipal
Corporation of the State of Florida

By: Tony E. Crapp, Jr.
Tony E. Crapp, Jr., City Manager

APPROVED AS TO FORM
AND CORRECTNESS

By: Julie O. Bru
Julie O. Bru, City Attorney gkw

APPROVED AS TO INSURANCE
REQUIREMENTS:

By: Gary Reshefsky
Gary Reshefsky, Risk Management

ATTEST:

By: Susan Page, Witness

BROWARD SHERIFF'S OFFICE

By: Al Lamberti
Al Lamberti, Sheriff

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Judith Levine 6/29/11
Judith Levine
General Counsel

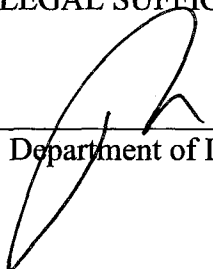
ATTEST:

MONROE COUNTY SHERIFF'S OFFICE

By: Valene Marinello
_____, Witness

By: Robert P. Peryam
Robert P. Peryam, Sheriff

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:  5/25/11
Department of Legal Affairs