

3H-6

Agenda Item #:

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

Meeting Date:	May 5, 2015	<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

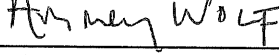
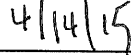

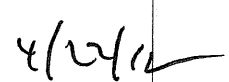
Motion and Title: Staff recommends motion to approve: a Second Amendment to Agreement (R2005-0994) with St. Lucie County, a political subdivision of the State of Florida, ("St. Lucie") to extend the term of the Agreement for interoperable radio communications through the countywide common talk groups of the County's 800 MHz Radio System to May 15, 2020.

Summary: The Agreement, which provides the terms and conditions under which St. Lucie can program its radios and utilize the countywide common talk groups for certain inter-agency communications expires on May 15, 2015. The Agreement provides for three (3) renewal options, each for a period of five (5) years. St. Lucie has approved a renewal to extend the term of the Agreement to May 15, 2020, 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. St. Lucie is required to pay all costs associated with its subscriber units and to comply with established operating procedures for the System. The Agreement may be terminated by either party, with or without cause with ten (10) days notice. This Second Amendment renews the term, updates the attachments, modifies the provisions on preventative maintenance, provides for disclosure of County Code Section 2-421 - 2-440 establishing the Office of the Inspector General and updates County's standard contract provisions. Other than the changes set forth herein, all other terms remain the same. (ESS) Countywide (JM)

Background and Justification: The Agreement with St. Lucie, which provides the terms and conditions under which St. Lucie can utilize the countywide and common talk groups of the County 800 MHz Radio System expires on May 15, 2015. The Agreement provided for three (3) renewal options, each for a period of five (5) years. After approval of this Second Amendment, there is one (1) remaining renewal options.

Attachments:

Second Amendment

Recommended By:		
	Department Director	Date
Approved By:		
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures					
Operating Costs					
External Revenues					
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	Object	
	Program				

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:

OFMB 4/1/15 4/1/15

Contract Development and Control 4-20-15 4/20/15

B. Legal Sufficiency:

Assistant County Attorney 4/21/15

C. Other Department Review:

Department Director

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT to Agreement R2005-0994 dated May 17, 2005, as amended by R2010-1117 (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, by and through its Board of County Commissioners ("County") and St. Lucie County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("St. Lucie").

In consideration of the mutual promises contained herein, the County and St. Lucie agree as follows:

1. The term of the Agreement expires on May 15, 2015, and shall be extended to May 15, 2020.
2. All references in the Agreement to "Communication Division" shall be deleted and replaced with "Electronic Services & Security Division".
3. 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").
4. 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.

5. Section 3.04 of the Agreement is deleted in its entirety and replaced with the following:

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. St. Lucie shall be notified of scheduled preventative maintenance pursuant to the policies and procedures referenced on Attachment I hereto.

6. 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.

7. Section 17 of the Agreement is deleted in its entirety and replaced with 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.

8. 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 St. Lucie.

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

SECTION 19: NONDISCRIMINATION

St. Lucie shall comply with the Title IV of the Civil Rights Act of 1964, as amended, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, handicap or disability, or genetic information with respect to any activity occurring at the Facility or under this Agreement.

St. Lucie has submitted to County a copy of its non-discrimination policy which is consistent with the above, as contained in Resolution R2014-1421, as may be amended, or in the alternative, if Licensee does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to County affirming their non-discrimination policy conforms to R2014-1421, as may be amended.

10. Except as modified by this Second Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof.

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: _____
Shelley Vana, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

By: *James C. Meyer*
County Attorney

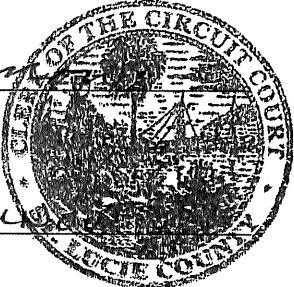
By: *Audrey Wolf* *DC*
Audrey Wolf, Director
Facilities Development & Operations

ATTEST:

ST. LUCIE COUNTY, a political subdivision
of the State of Florida

By: *Sue Korn*
Deputy Clerk

SUE KORN
Print Deputy Clerk



By: *Paula A. Lewis* *3/31/15*
Paula A. Lewis, Chair
Print Name and Title

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: *[Signature]*
County Attorney