

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	May 2, 2017	<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

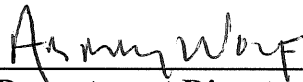

Motion and Title: Staff recommends motion to approve: a Third Amendment to Agreement (R2006-0346) with Broward County (Broward), the Sheriff of Monroe County (Monroe) and the City of Miami (Miami), to retroactively extend the term of the Agreement to February 26, 2021.

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 through the Countywide 800MHz radio system for certain types of inter-agency communications expired on February 26, 2016. 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 26, 2021. The renewal now requires the 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. The Third Amendment renews the term, updates the County's day-to-day contact information, modifies the Agreement by replacing the Sheriff of Broward County to Broward County, updates the notice provisions, adds standard third party beneficiary and non-discrimination language. Other than the changes set forth herein, all other terms remain the same. (ESS) Countywide (LDC)

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. The Board has since approved the Second Amendment (R2011-1177) to extend the term on February 26, 2016. After approval of this Third Amendment, there will remain one (1) renewal option.

Attachments:

Third Amendment to Agreement

Recommended By:		4/21/17
	Department Director	Date
Approved By:		4/27/17
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County	_____	_____	_____	_____	_____
NET FISCAL IMPACT *0	=====	=====	=====	=====	=====
# 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 associated with this item.

C. Departmental Fiscal Review: Karen Sykes 4/11/17

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 4/17/17
OFMB ET 4/14 4/14

[Signature] 4/25/17
Contract Development and Control

B. Legal Sufficiency: [Signature] 4/26/17
Assistant County Attorney

C. Other Department Review:

Department Director

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

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT to Agreement (R2006-0346), dated February 28, 2006, as amended by the First Amendment to Interoperability Agreement, dated May 4, 2006, and the Second Amendment to Interoperability Agreement (R2011-1177), dated August 16, 2011, (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"), Broward County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("Broward"), Monroe County Sheriff's Office, 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, Broward, Monroe and Miami agree as follows:

1. The term of the Agreement expires on February 26, 2016 and shall be retro-actively extended to February 26, 2021.
2. Broward County, a political subdivision of the State of Florida is substituted for the Sheriff of Broward County as a party to the Agreement as of October 1, 2012, under the same terms and conditions as set forth in the Agreement.
3. All references in the Agreement to Sheriff of Broward County ("Sheriff") shall be replaced with Broward County ("Broward").
4. Section 2.01 of the Agreement is deleted in its entirety and replaced with the following:

The Palm Beach County Electronic Services & Security Division's System Administrator will be the parties' 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 contact will be made.

The contact information for the Participating Agencies other than the County is found on each party's respective signature page of this Agreement.

5. Section 4.04 of the Agreement is hereby modified to add the following additional sentence:

Notwithstanding anything else in this Agreement, any action taken by a Participating Agency in compliance with, or in a good faith attempt to comply with, the requirements of Florida Statutes Chapter 119 shall not constitute a breach of this Agreement.

6. 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
2633 Vista Parkway
West Palm Beach, FL 33411

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

As to Broward:

Broward County Office of Regional Communications and Technology
115 S. Andrews Avenue, Room 325
Fort Lauderdale, FL 33301-1872

Broward County Attorney's Office
115 S. Andrews Avenue, Room 423
Fort Lauderdale, FL 33301-1872

As to Monroe:

Sheriff of Monroe County
5525 College Road
Key West, FL 33040

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

As to 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

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

SECTION 17: 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, Broward, Monroe and/or Miami.

SECTION 18: NON-DISCRIMINATION

Pursuant to Resolution R-2014-1421, as amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with or appropriate any funds to any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

Broward, Monroe and Miami have each submitted to County a copy of their respective non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the entity does not have a written non-discrimination policy, or one that conforms to the County's policy, it has affirmed through a signed statement provided to County that it will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

8. Except as modified by this Third Amendment to Agreement, 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, Broward, Monroe and Miami.

(Remainder of the page intentionally left blank)

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

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

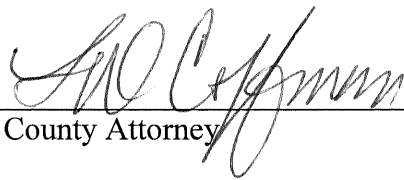
PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

**APPROVED AS TO TERMS AND
CONDITIONS:**

By:  _____
County Attorney

By:  _____
 Audrey Wolf, Director
Facilities Development & Operations

Section 2.01 Continued: City of Miami's Office System Administrator
Brian Lopez, will be the day to day contact for the other Parties and
can be reached at (305) 329 - 4820.

ATTEST:

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

By: Todd B. Hannon
Todd B. Hannon, City Clerk

By: Daniel J. Alfonso
Daniel J. Alfonso, City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Victoria Mendez
Victoria Mendez, City Attorney

APPROVED AS TO INSURANCE
REQUIREMENTS

By: Ann-Marie Sharpe
Risk Management, Ann-Marie Sharpe

Section 2.01 Continued: Broward County's Office System Administrator

Jose M DeZayas, will be the day to day contact for the other Parties and can be reached at (954) 357-8012.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action of the 9th day of February, 2016.

WITNESS:

Susan Seferian
(Signature)

SUSAN SEFERIAN

(Print Name of Witness)

BROWARD COUNTY, by and through
its County Administrator

By [Signature]
County Administrator

15th day of September, 2016

[Signature]
(Signature)

JODI GARDNER

(Print Name of Witness)

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Insurance requirements

By [Signature] 8/15/16
René D. Harrod (Date)
Assistant County Attorney

By [Signature] 9/8/16
Signature (Date)
Risk Management Division

Jacqueline A. Binns
Print Name and Title above
Risk Insurance and
Contracts Manager



Approved as to substitution of Broward County as a party in lieu of the Sheriff of Broward County:

By: Scott J. Israel
SCOTT J. ISRAEL, As Sheriff of Broward County

Date: 3/7/2016

Witnessed: [Signature]

Witnessed: [Signature]

Approved as to form and legal sufficiency:

By: [Signature]
Ronald M. Gunzburger, General Counsel
Office of the General Counsel

Date: 03-05-16

Section 2.01 Continued: The Monroe County Sheriff's Office System Administrator
Laura White, will be the day to day contact for the other Parties and
can be reached at (305) 289-6035.

WITNESS:

MONROE COUNTY SHERIFF'S OFFICE

By: Michelle Quaid
Signature

By: Rick Ramsay
Rick Ramsay, Sheriff

Michelle Quaid
Print Name

By: Tommy Sudek
Signature

Tommy Sudek
Print Name

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
Signature

Patrick McVillan
Print Name