

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	July 11, 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

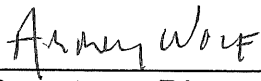

Motion and Title: Staff recommends motion to approve: a Third Amendment to Interlocal Agreement (R2002-0886), as amended by R2007-0953 and R2013-0263 collectively referred to as “Agreement” with Florida Atlantic University Board of Trustees (“University”) to extend the term of the Agreement for interoperable radio communications through the countywide common talk groups of the County’s 800 MHz Radio System retroactively through June 3, 2022.

Summary: The Agreement, which provides the terms and conditions under which the University can program its radios and utilize the countywide common talk groups for certain inter-agency communications expired on June 2, 2017. The Agreement provides for three (3) renewal options, each for a period of five (5) years. The University has approved a renewal to extend the term of the Agreement retroactively through June 3, 2022 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 University 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 Third Amendment renews the term, updates the attachment, and adds standard County nondiscrimination and third party beneficiary provisions. Other than the changes set forth herein, all other terms remain the same. (ESS) Countywide (LDC)

Background and Justification: The Agreement with the University, which provides the terms and conditions under which the University can utilize the countywide and common talk groups of the County 800 MHz Radio System expired on June 2, 2017. The Agreement provided for three (3) renewal options, each for a period of five (5) years. After approval of this Third Amendment, there will not be any renewal options remaining.

Attachments:

Third Amendment

Recommended By:		5/31/17
	Department Director	Date
Approved By:		6/27/17
	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	_____	_____	_____	_____	_____
In-Kind Match (County	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>_____*</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
# 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: Karyn Sykes 6/9/17

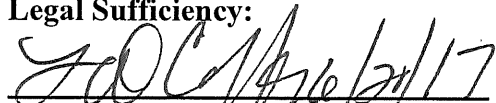
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 6/15/17
OFMB Director 6/14/17

 6/19/17
Contract Development and Control

B. Legal Sufficiency:

 6/16/17
Assistant County Attorney

C. Other Department Review:

Department Director

**THIRD AMENDMENT
TO INTERLOCAL AGREEMENT**

THIS THIRD AMENDMENT to Agreement (R2002-0886) dated June 4, 2002, as amended by R2007-0953 and R2013-0263 (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, ("County") and Florida Atlantic University Board of Trustees ("University").

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

1. The term of the Agreement was extended to June 3, 2017, and shall be retroactively extended through June 3, 2022, pursuant to the exercise of the third renewal option for five (5) years.
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. The Agreement is hereby modified to add the following:

SECTION 19: 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 University.

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

SECTION 20: 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 nor 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.

The University has submitted to County a copy of its 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 University 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 University will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

5. Except as modified by this Third Amendment and the previous amendments, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the University and County.

IN WITNESS WHEREOF, the parties have caused this Third 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

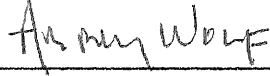

By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

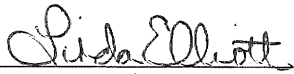
APPROVED AS TO TERMS AND
CONDITIONS

By: 
Assistant County Attorney

By: 
 Audrey Wolf, Director
Facilities Development & Operations

ATTEST:

FLORIDA ATLANTIC UNIVERSITY,
BOARD OF TRUSTEES


By: 
ASST TO VP-ADMINISTRATIVE AFFAIR
Signature of Witness

LINDA ELLIOTT
Printed Name of Witness

By: 
Signature

STACY VOLNICK, VP Admin Affairs
Print Name and Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 

Print Name: Elizabeth Rubin

Print Title: Assoc. GC

Attachment I

PALM BEACH COUNTY
PUBLIC SAFETY RADIO SYSTEM
POLICIES AND PROCEDURES

Policy / Procedure Title

1. Countywide Use of 800 MHz System (O.P. # I-01)
2. Countywide Use of 800 MHz System Talk Groups (O.P. # I-04)
3. Monitoring and Evaluation of Public Safety Radio System Talk Groups (O.P. # I-05)
4. Emergency Medical Communications (O.P. # I-06)
5. Reporting of Problems and Modifications of the Public Safety Radio System (O.P. # I-07)
6. Countywide Use of Public Safety Radio System During Times of Catastrophic Failure which result in non-trunking "conventional" operation (O.P. # I-10)
7. System Maintenance and Administration Plan