

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

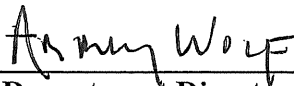

Motion and Title: Staff recommends motion to approve: a First Amendment to Interlocal Agreement (R2012-0241) with the United States Marshals Service, (“US Marshals”) to extend the term of the Agreement for interoperable radio communications through the countywide common talk groups of the County’s 800 MHz Radio System retroactively to February 6, 2022.

Summary: The Agreement, which provides the terms and conditions under which the US Marshals can program its radios and utilize the countywide common talk groups for certain inter-agency communications expired on February 6, 2017. The Agreement provides for three (3) renewal options, each for a period of five (5) years. The US Marshals have approved a renewal to extend the term of the Agreement retroactively to February 6, 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 US Marshals are 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 First Amendment renews the term, updates the attachment, 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 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 US Marshals, which provides the terms and conditions under which the US Marshals can utilize the countywide and common talk groups of the County 800 MHz Radio System expired on February 6, 2017. The Agreement provided for three (3) renewal options, each for a period of five (5) years. After approval of this First Amendment, there are two (2) remaining renewal options.

Attachments:

First Amendment

Recommended By:		6/6/17
	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	_____	_____	_____	_____	_____
# 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: Kanya Sykes 6/9/17


III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB Fiscal and/or Contract Development
 [Signature] 6/15/17
 OFMB ET 6/14 6/14

Contract Development and Control

B. Legal Sufficiency:

Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

Department Director

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to Interlocal Agreement R2012-0241 dated February 7, 2012, 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 United States Marshals Service (“U.S. Marshals”).

In consideration of the mutual promises contained herein, the County and U.S. Marshals agree as follows:

1. The term of the Agreement expired on February 6, 2017, and shall be retroactively extended to February 6, 2022 pursuant to the exercise of the first five (5) year renewal option.
2. 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.

3. 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. U.S. Marshals shall be notified of scheduled preventative maintenance pursuant to the policies and procedures referenced on Attachment I hereto.

4. 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. 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.

5. 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 U.S. Marshals.

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

SECTION 19: NONDISCRIMINATION

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 U.S. Marshals 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 U.S. Marshals does not have a written non-discrimination policy, it has affirmed through a signed statement provided to County that U.S. Marshals will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

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

(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

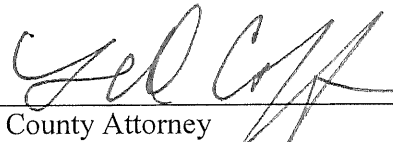
PALM BEACH COUNTY, a political
subdivision of the State of Florida

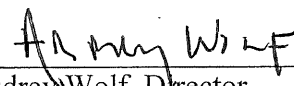
By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:


APPROVED AS TO TERMS AND
CONDITIONS:

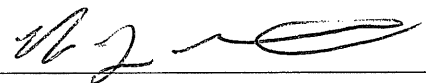
By:  _____
County Attorney

By:  _____
Audrey Wolf, Director
Facilities Development & Operations

ATTEST:

UNITED STATES MARSHALS SERVICE

By:  _____
Witness Signature

By:  _____

 _____
Witness Printed Name

Kevin Klotz Chief
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