

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

Meeting Date: August 15, 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 Second Amendment to Interlocal Agreement (R2009-1661) with the Town of South Palm Beach ("Town") to extend the term of the Agreement allowing for direct access to the County's Public Safety Radio System ("System") through October 4, 2021.

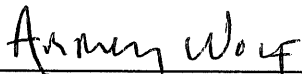
Summary: The Agreement, which provides the terms and conditions under which the Town can directly access the System, expires on October 4, 2017. The Agreement provides for two (2) renewal options, each for a period of four (4) years. The Town has approved a renewal to extend the term of the Agreement through October 4, 2021 and the renewal now requires the Board approval. The terms of this Agreement are standard and have been offered to all municipalities and local branches of State/Federal agencies where connection through an established municipal hub is not technically feasible. The Town's Police Department has been interoperable with the County's System, initially through a Talk Group Agreement, and beginning in 2009 via a Direct Connect Agreement. The annual fees are consistent with those being charged to the County Departments. In addition, the Town is required to pay all costs associated with Town's subscriber units and to comply with the established operating procedures for the System. The Agreement may be terminated by either party, with or without cause on October 1st of any year, with a minimum of six months' notice. The Second Amendment renews the term, updates the County's responsibilities, modifies the provision regarding the annual budget information to be provided, and adds standard County nondiscrimination provisions. (ESS) Countywide (LDC)


Background and Justification: The Agreement, which provides the terms and conditions under which the Town can directly access the County's 800 MHz Radio System, expires on October 4, 2017. The Agreement provided for two (2) renewals for terms of four (4) years each. After approval of this Second Amendment, there will be no remaining renewal options.

Attachments:

Second Amendment

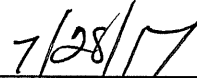
Recommended By:


Department Director


Date

Approved By:


County Administrator


Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures					
Operating Costs					
External Revenues	(\$4,374.00)	(\$4,374.00)	(\$4,374.00)	(\$4,374.00)	
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>(\$4,374.00)</u>	<u>(\$4,374.00)</u>	<u>(\$4,374.00)</u>	<u>(\$4,374.00)</u>	
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in ^{the Proposed} Budget: Yes No

Budget Account No:

Fund	<u>0001</u>	Dept	<u>410</u>	Unit	<u>4150</u>	Revenue Source	<u>4901</u>	<u>(\$2,260.00)</u>
Fund	<u>3801</u>	Dept	<u>411</u>	Unit	<u>B209</u>	Revenue Source	<u>3728</u>	<u>(\$2,114.00)</u>

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

C. Departmental Fiscal Review: *[Signature]* 7/14/17

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 7/25/17
OFMB 2/7/24 # 7/25

[Signature] Joe Lewis Jacobowitz
Contract Development and Control
7/26/17 *[Signature]*

B. Legal Sufficiency:

[Signature] 7/27/17
Assistant County Attorney

C. Other Department Review:

Department Director

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

SECOND AMENDMENT TO INTERLOCAL AGREEMENT

THIS SECOND AMENDMENT to Interlocal Agreement R2009-1661 dated October 6, 2009, as amended by R2013-1166 (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 Town of South Palm Beach, a municipal corporation of the State of Florida ("Town").

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

1. The term of the Agreement expires on October 4, 2017, and shall be extended through October 4, 2021 pursuant to the exercise of the second four (4) year renewal option.
2. Section 7.01 of the Agreement is modified by deleting the first sentence and replacing it with the following:

The County may review and update the fees and charges as identified in Sections 3, 5 and 6 once every three (3) years and transmit same to the Town prior to April 1st of each year for the following fiscal year beginning October 1st.

3. Section 10.05 of the Agreement is deleted in its entirety and replaced with the following:

The County will provide notifications of System problems and time for System restoration to the Town Representative within the time frames identified in Attachment 1.

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

SECTION 24: 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 Town 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 Town does not have a written non-discrimination policy, it has affirmed through a signed statement provided to County that Town will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

5. 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: _____
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

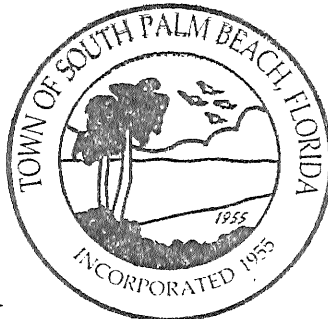
ATTEST:

TOWN OF SOUTH PALM BEACH, a
municipal corporation of the State of Florida

By: _____
Maylee De Jesus, CMC, Town Clerk

By: _____
Bernice (Bonnie) Fischer, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:



By: _____
Bradley W. Biggs, Town Attorney