

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

Meeting Date: August 15, 2017 **Consent** **Regular**
 Ordinance **Public Hearing**

Department: **Facilities Development & Operations**

I. EXECUTIVE BRIEF

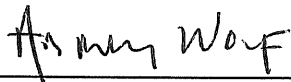
Motion and Title: Staff recommends motion to approve: a Third Amendment to Interlocal Agreement (R2002-1353), as amended by R2007-144 and R2012-1675 collectively referred to as "Agreement" with the Village of Wellington ("Village") to extend the term of the Agreement for interoperable radio communications through the countywide common talk groups of the County's 800 MHz Radio System through August 18, 2022.

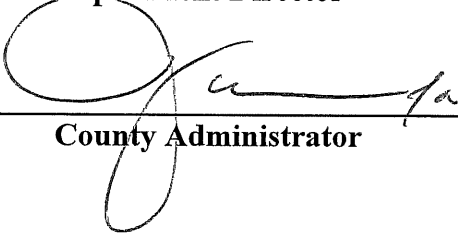
Summary: The Agreement, which provides the terms and conditions under which the Village can program its radios and utilize the countywide common talk groups for certain inter-agency communications expires on August 18, 2017. The Agreement provides for three (3) renewal options, each for a period of five (5) years. The Village has approved a renewal to extend the term of the Agreement through August 18, 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 Village 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 Village, which provides the terms and conditions under which the Village can utilize the countywide and common talk groups of the County 800 MHz Radio System expires on August 18, 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:  **Department Director** 7/13/17 **Date**

Approved By:  **County Administrator** 7-31-17 **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>	_____	_____	_____	_____
# 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: Ken Speer 7/14/17

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Jill W 7/27/17
OFMB 27/24 7/24

Long [Signature] for Dawn Jacobowitz
Contract Development and Control
7/27/17

B. Legal Sufficiency:

[Signature] 7/31/17
Assistant County Attorney

C. Other Department Review:

Department Director

THIRD AMENDMENT TO INTERLOCAL AGREEMENT

THIS THIRD AMENDMENT to Agreement R2002-1353 dated August 20, 2002, as amended by R2007-0144 and R2012-1675, 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 the Village of Wellington, a municipal corporation of the State of Florida ("Village").

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

1. The term of the Agreement expires on August 18, 2017, and shall be extended through August 18, 2022 pursuant to the exercise of the third five (5) year renewal option.
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. 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, 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.

4. 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 R2015-1673, dated 11/17/15, 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. Village shall be notified of scheduled preventative maintenance pursuant to the policies and procedures referenced on Attachment I hereto.

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 Village.

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

SECTION 19: NONDISCRIMINATION

Pursuant to Palm Beach County Resolution R-2014-1421 (“Resolution), as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County (“County”) that the County “shall not conduct business with nor appropriate any funds for any organization or entity 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.”

This Resolution requires that each organization or entity doing business with the County is “required to submit a copy of its non-discrimination policy, which shall be consistent with the non-discrimination policy stated above, prior to entering into any contract with the County.” In the event an organization or entity does *not* have a written non-discrimination policy, such organization or entity “shall be required to sign a statement affirming their non-discrimination policy is in conformance with this resolution.”

7. Except as modified by this Third 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

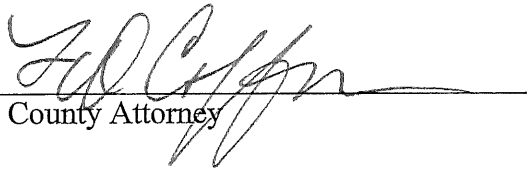
PALM BEACH COUNTY, a political
subdivision of the State of Florida

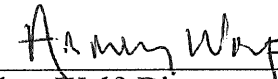
By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

By: 
County Attorney

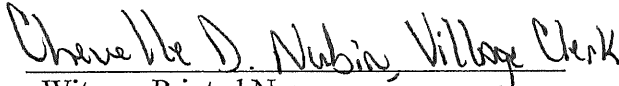
By: 
Audrey Wolf, Director
Facilities Development & Operations

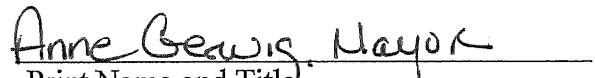
ATTEST:

VILLAGE OF WELLINGTON, a municipal
corporation of the State of Florida

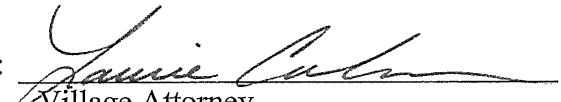
By: 
Witness Signature

By: 


Witness Printed Name


Print Name and Title

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: 
Village Attorney

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