

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	February 6, 2018	• •	Consent Ordinance	[]	Regular Public Hearing		
Department:	Facilities Development & O	perations					
	I. EXECUTIVE BRIEF						
R2013-08745 dated the Agreement for	Staff recommends motion to a July 16, 2013 with the City of interoperable communication fety Radio System to July 15, 2	f Palm Beac is through t	ch Gardens (("City"	") to extend the term of		
its radios and utility expires on July 16, (5) years. The City requires Board appropriate Board appropriate Board appropriate Board and the 800 MHz spect terminated by either renews the term, and adds the state of	Igreement, which provides the to ze the countywide common to 2018. The Agreement provides has approved a renewal to ext proval. The terms of the Agr local branches of State/Federal rum. There are no charges asser party, with or without cause applicates the attachment, modified the County's standard nondiscriptions remain the same. (ESS) County	for three (3) tend the term reement are l agencies w sociated with e with ten (ies the prov mination pro	for certain in the renewal open of the Agrandard and the Agreement of the	inter-a tions, or reemend had and had 25 (P2 ment. or orevent	each for a period of five nt and the renewal now we been offered to all 25) radio capabilities in The Agreement may be This First Amendment tative maintenance and		
Background and Justification: The Agreement, which provides interoperability via use of the countywide common talk groups, which is the lowest level of interoperability approved by the Communications Systems and Operations Policy Advisory Committee expires on July 16, 2018. 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:							
Amendment to Interlocal Agreement							
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Recommended By	The Market Department	irector		1 9 Dat	18 re		
Approved By: _	County Admin	ker		//c Date	24/18		

II. FISCAL IMPACT ANALYSIS

Fis	cal Years	2018	2019	2020	2021	2022
Op Ex Pro (Co	pital Expenditures erating Costs ternal Revenues ogram Income ounty) Kind Match (County					
NE	T FISCAL IMPACT	* <u>0</u>	***************************************			
PO	ADDITIONAL FTE OSITIONS umulative)					
Do	Item Included in Curr es this item include th leral funds:	_	Yes _ Yes _	No No		
Bu	dget Account No:		_ Dept	Unit		Object
В.	Recommended Sou	rces of Funds	s/Summary	of Fiscal Im	pact:	
	*There is no fiscal im	pact associate	d with this	item.		
C.	Departmental Fisca	al Review:	An .	Spher	-1/9/1	8
		III. <u>REVII</u>	EW COMM	<u>IENTS</u>		
A.	OFMB Fiscal and/o	or Contract D	evelopmen	t Comments	:	
	OFMB \$ 116/18	() 116/18	Con	tract Develop	ment and	()1) Control
В.	Legal Sufficiency: Assistant County At	torney // lq				
C.	Other Department	Review:				
	Department Director	·	-			

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

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS	FIRST	AMENDMENT	to	Agreement	t (R2	013-0874	 date 	ed July	16,	2013,
("Agreement	t"), is mad	le as of		, by a	and be	tween Pa	ılm Bea	ch Count	ty, a p	olitical
subdivision	of the St	ate of Florida, ("C	Cour	nty") and C	City of	Palm E	Beach (Gardens,	a mı	ınicipal
corporation of	of the Stat	e of Florida ("City'	").							

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

- 1. The term of the Agreement is renewed beginning on July 16, 2018, and continuing through July 15, 2023, pursuant to the exercise of the first renewal option for five (5) years.
- 2. Section 3.04 of the Agreement is deleted in its entirety and replaced with the following:
- 3.04 The County shall maintain the coverage within the City'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 preventive 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. The City shall be notified of scheduled preventive maintenance, pursuant to the policies and procedures referenced on Attachment I hereto.
- 3. Section 12 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 12: NOTICES

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 33411-5603

With a copy to:

Radio System Manager Palm Beach County Electronic Services & Security Division 2601 Vista Parkway West Palm Beach, FL 33411-5610 County Attorney's Office 301 North Olive Avenue West Palm Beach, FL 33401

As to the City:

City Manager City of Palm Beach Gardens 10500 N Military Trail Palm Beach Gardens, FL 33410

City Communications Manager City of Palm Beach Gardens 10500 N Military Trail Palm Beach Gardens, FL 33410

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

SECTION 19: NON-DISCRIMINATION

The City warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

- 5. Attachment 1 to the Agreement is hereby deleted in its entirety and is hereby replaced by Attachment 1 attached hereto and made a part hereof.
- 6. Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the City and County.

(This space 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: Melissa McKinlay, 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:	CITY OF PALM BEACH GARDENS, a municipal corporation of the State of Florida
By: Patricia Snider, CMC. City Clerk	By: Sonald M. Ferris, City Manager
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By: R Max Lolman, City 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