

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

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<b>Meeting Date:</b>	March 13, 2018	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

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**Department:** Facilities Development & Operations

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**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** A First Amendment to Interlocal Agreement R2013-0545 dated May 7, 2013 with the City of Atlantis (“City”) to extend the term of the Agreement for interoperable communications through the countywide common groups of the County’s Public Safety Radio System to May 6, 2023.

**Summary:** The Agreement, which provides the terms and conditions under which the City can program its radios and utilize the countywide common talk groups for certain inter-agency communications expire on May 6, 2018. The Agreement provides for three (3) renewal options, each for a period of five (5) years. The City has approved a renewal to extend the term of the Agreement 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 Project 25 (P25) radio capabilities in the 800 MHz spectrum. There are no charges associated with the Agreement. 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 and notices, and adds the County’s standard nondiscrimination provision. Other than the changes set forth herein, all other terms remain the same. **(ESS) Countywide (LDC)**

**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 will expire on May 6, 2018. The Agreement provides 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:**

1st Amendment to Interlocal Agreement

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<b>Recommended By:</b>	<u>Army Wolf</u> Department Director	<u>2/9/18</u> Date
<b>Approved By:</b>	<u>V. Baker</u> County Administrator	<u>2/26/18</u> 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	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT * 0	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:	Yes _____	No <u>×</u>			
Does this item include the use of federal funds:	Yes _____	No <u>×</u>			

Budget Account No: Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
Program \_\_\_\_\_

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

\* There is no fiscal impact associated with this item.

**C. Departmental Fiscal Review:** *Karyn Sykes*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

<u><i>Lisa Pove</i></u> OFMB 2/21/20 2/16/18 2/21/18	<u><i>Dr. J. Jacobson</i></u> Contract Development and Control 2/22/18
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**B. Legal Sufficiency:**

*J.W. Coffey* 2/23/18  
Assistant County Attorney

**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 (R2013-0545) dated May 7, 2013, (“Agreement”), is made as of \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, (“County”) and City of Atlantis, a municipal corporation of the State 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 May 7, 2018, and continuing through May 6, 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 Administrator  
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 Atlantis  
260 Orange Tree Dr  
Atlantis, FL 33462

City Communications Manager  
City of Atlantis  
260 Orange Tree Dr  
Atlantis, FL 33462

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, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, 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:

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

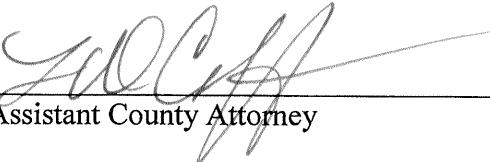
**SHARON R. BOCK  
CLERK & COMPTROLLER**

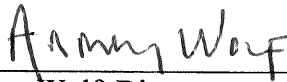
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Melissa McKinlay, Mayor

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND  
CONDITIONS**

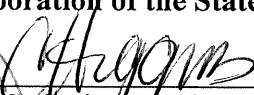
By:   
Assistant County Attorney

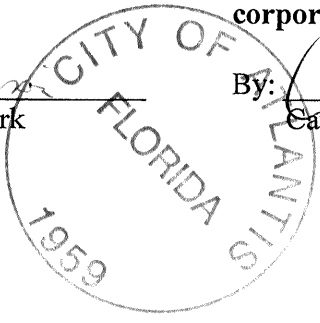
By:   
Audrey Wolf, Director  
Facilities Development & Operations

ATTEST:

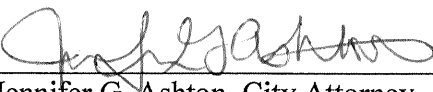
**CITY OF ATLANTIS, a municipal  
corporation of the State of Florida**

By:   
Kristen Puhalainen, City Clerk

By:   
Catherine Higgins, Mayor



**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:   
Jennifer G. Ashton, City Attorney

Attachment I

PALM BEACH COUNTY

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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