

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

Meeting Date:	March 13, 2018	<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 R2013-0673 dated June 4, 2013 with the Town of Jupiter Inlet Colony (“Town”) to extend the term of the Agreement for interoperable communications through the countywide common groups of the County’s Public Safety Radio System to June 3, 2023.

Summary: The Agreement, which provides the terms and conditions under which the Town can program its radios and utilize the countywide common talk groups for certain inter-agency communications expire on June 3, 2018. The Agreement provides for three (3) renewal options, each for a period of five (5) years. The Town 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 June 3, 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

Recommended By:	 Department Director	2/9/18 Date
------------------------	-------------------------	----------------

Approved By:	 County Administrator	2/26/18 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 <input checked="" type="checkbox"/>			
Does this item include the use of federal funds:	Yes _____	No <input checked="" type="checkbox"/>			

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: *Karen Syles*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 2/25/18
 OFMB (P) 2/20
 2/20/18 2/21/18

[Signature] 2/22/18
 Contract Development and Control
 2/22/18 TW

B. Legal Sufficiency:
[Signature] 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 the Interlocal Agreement R2013-0673 dated June 4, 2013 (the "Agreement"), is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), Town of Jupiter Inlet Colony, a municipal corporation of the State of Florida ("Town").

WHEREAS, the Agreement provides the protocol by which the Town can access the countywide common talk groups; and

WHEREAS, the County and the Town have determined it to be beneficial to both parties to continue the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the County and Town agree as follows:

1. The term of the Agreement is renewed beginning on June 4, 2018, and continuing through June 3, 2023, pursuant to the exercise of the first of three (3), five (5) year renewal options.

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 Town'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 Town shall be notified of scheduled preventive maintenance, pursuant to the policies and procedures referenced on Attachment I hereto.

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

SECTION 19: NON-DISCRIMINATION

The Town 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.

4. 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.

5. 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 Town and County.

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**

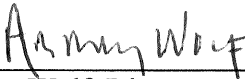
By: _____
Deputy Clerk

By: _____
Melissa McKinlay, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**


By:  _____
Assistant County Attorney

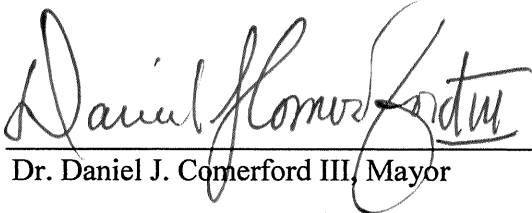
By:  _____
Audrey Wolf, Director
Facilities Development & Operations

ATTEST:

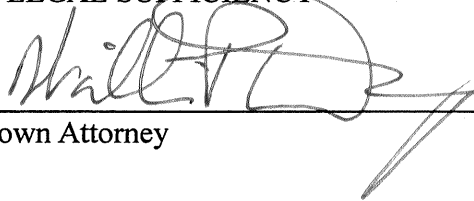
TOWN CLERK

**TOWN OF JUPITER INLET COLONY, a
municipal corporation of the State of
Florida**

By:  _____
Jude M. Goudreau, Town Clerk

By:  _____
Dr. Daniel J. Comerford III, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By:  _____
Town 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