

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS <u>AGENDA ITEM SUMMARY</u>

Meeting Date:	April 10, 2018	[X] Consent [] Ordinance	[] Regular [] Public Hearing				
Department:	Facilities Development & Operations						

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A First Amendment to Interlocal Agreement R2013-0612 dated May 21, 2013 with the Town of Jupiter ("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 May 20, 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 expires on May 21, 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 May 21, 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:

First Amendment to Interlocal Agreement

Recommended By: MB	Anney Wilf	3/9/18
	Department Director	Date
Approved By:	1/CPala	3/26/18
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	202	0	2021	2022
Capital Expenditures Operating Costs						
External Revenues Program Income (County)						
In-Kind Match (County						******
NET FISCAL IMPACT	* <u>0</u>			= =		
# ADDITIONAL FTE POSITIONS (Cumulative)						
Is Item Included in Curre Does this item include the federal funds:	0	Yes Yes		No No		
Budget Account No: F	und Progran	_ Dept n		Unit		Object

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

[#] There is no fiscal impact associated with this item.

C. Departmental Fiscal Review:

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III. <u>REVIEW COMMENTS</u>

A. OFMB Fiscal and/or Contract Development Comments:

RAJININ

16/18 Contract Development and C

Legal Sufficiency: Assistant County Attorney

C. Other Department Review:

B.

Department Director

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

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to Agreement (R2013-0612) dated May 21, 2013, ("Agreement"), is made as of _______, by and between Palm Beach County, a political subdivision of the State of Florida, ("County") and Town of Jupiter, 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 is renewed beginning on May 21, 2018, and continuing through May 20, 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 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. 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

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West Palm Beach, FL 33411-5610

County Attorney's Office 301 North Olive Avenue West Palm Beach, FL 33401

As to the Town:

Town Manager Town of Jupiter 210 Military Tr Jupiter, FL 33458

Town Communications Manager Town of Jupiter 210 Military Tr Jupiter, FL 33458

4. 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.

- 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 Town and County.

(Remainder of page intentionally left blank)

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IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the day and year first above written.

ATTEST:

By:

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

SHARON R. BOCK
CLERK & COMPTROLLER

By:_____

APPROVED AS TO FORM

AND LEGAL SUFFICIENCY

Assistant County Attorney

Deputy Clerk

By: ____

Melissa McKinlay, Mayor

APPROVED AS TO TERMS AND CONDITIONS

By Mhs 10 LF

Audrey Wolf, Director Facilities Development & Operations

ATTEST: TOWN OF JUPITER, a municipal corporation of the State of Florida RIDA By: NaMIM Witness adture Ô, <u>Sally M. Boylan</u>, Printed Name of Witness odd R. Wodraska, Mayor Name and Title **APPROVED AS TO FORM** 恐 AND LEGAL SUFFICIENCY By: Print Name: Thomas ٦. Print Title: Attorner Town

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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)

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7. System Maintenance and Administration Plan

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