

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: April 10, 2018 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a First Amendment to Interlocal Agreement (R2012-1095) with City of Miramar, a political subdivision of the State of Florida (“City”) 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 to August 14, 2022.

Summary: The Agreement, which provides the terms and conditions under which the City can program its radios and utilize the countywide common talk group’s inter-agency communications expired on August 14, 2017. 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 to August 14, 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 City 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 First Amendment renews the term, updates the attachment, updates the County’s responsibilities, provides the disclosure of County Code Section 2-421 – 2440 establishing the Office of the Inspector General 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 City, which provides the terms and conditions under which the City can utilize the countywide and common talk groups of the County 800 MHz Radio System expired on August 14, 2017. The Agreement provided for three (3) renewal options, each for a period of five (5) years. After approval of this First Amendment, there will be two (2) renewal options remaining.

Attachments:

First Amendment

Recommended By: Armeny Wolf 3/20/18
Department Director Date
Approved By: W. Baker 3/26/18
County Administrator 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	_____*	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:	Yes _____	No _____			
Does this item include the use of federal funds:	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.

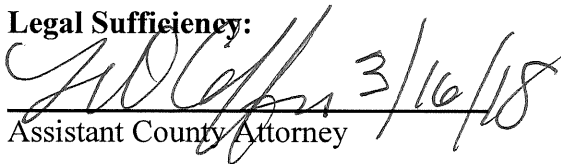
C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

<p><u></u> 3/15/18 OFMB  3/14/18  3/14/18</p>	<p><u></u> 3/15/18 Contract Development and Control</p>
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B. Legal Sufficiency:

 3/16/18
 Assistant County Attorney

C. Other Department Review:

 Department Director

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to Interlocal Agreement R2012-1095 dated August 14, 2012, 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 City of Miramar, 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 expired on August 14, 2017, and shall be retro-actively extended to August 14, 2022 pursuant to the exercise of the first five (5) year renewal option.
2. 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.

3. Section 3.04 of the Agreement is deleted in its entirety and replaced with the following:

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 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. City shall be notified of scheduled preventative maintenance pursuant to the policies and procedures referenced on Attachment I hereto.

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

SECTION 17: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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 City.

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

SECTION 19: NONDISCRIMINATION

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.

7. Except as modified by this First 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: _____
Melissa McKinlay, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

By: _____
County Attorney

By: MB Audrey Wolf
Audrey Wolf, Director
Facilities Development & Operations

ATTEST:

CITY OF MIRAMAR, a municipal
corporation of the State of Florida

By: Denise Gibbs
Witness Signature

By: Kathleen Woods-Richardson

Denise Gibbs, City Clerk
Witness Printed Name

Kathleen Woods-Richardson
Kathleen Woods-Richardson, City Manager
Print Name and Title

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: Wess Serota
City Attorney
Wess Serota Helfman Cole & Bierman

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
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