

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: August 14, 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 (R2013-1013) with the Town of Palm Beach, (“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 August 12, 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 expired on August 12, 2018. The Agreement provided 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 to August 12, 2023, 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 Town 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 and the notices; modifies the provisions on preventative maintenance and equipment requirements; and adds standard County nondiscrimination, assignment, annual budgetary funding, severability and waiver of jury trial provisions. Other than the changes set forth herein, all other terms remain the same. (ESS) Countywide (LDC)

Background and Justification: The Agreement with the Town, which provides the terms and conditions under which the Town can utilize the countywide and common talk groups of the County 800 MHz Radio System expired on August 12, 2018. 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 left.

Attachments:

First Amendment

Recommended By:		
	Department Director	Date

Approved By:		
	County Administrator	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	0.00	0.00	0.00	0.00	0.00
# 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 Revenue Source
Fund Dept Unit Revenue Source

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

NO IMPACT

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB 7/25/18
Contract Development and Control 7/30/18

B. Legal Sufficiency:

Assistant County Attorney 8/1/18

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 (R2013-1013) dated August 13, 2013, ("Agreement"), is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida, ("County") and Town of Palm Beach, a municipal corporation of the State of Florida ("Town").

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 August 12, 2018, and continuing through August 12, 2023, pursuant to the exercise of the first renewal option for five (5) years.
2. All references in the Agreement to the System Administrator shall be deleted and replaced with Radio System Manager
3. 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.

4. 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:

Town Manager
Town of Palm Beach
360 S County Road
Palm Beach, FL 33480

Town Communications Manager
Town of Palm Beach
360 S County Road
Palm Beach, FL 33480

5. 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.

SECTION 20: ASSIGNMENT

The Town may not assign, mortgage, pledge, or encumber this Agreement in whole or in part, without prior written consent of County, which may be granted or withheld at the County's absolute discretion. This provision shall be construed to include a prohibition against an assignment, mortgage, pledge, encumbrance or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

SECTION 21: ANNUAL BUDGETARY FUNDING/CANCELLATION

This Agreement and all obligations of County hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners.

SECTION 22: SEVERABILITY

If any term of the Agreement or the application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, or the application of such term to persons or circumstances other than those as to which it was held invalid or unenforceable, shall not be affected thereby, and each term of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 23: WAIVER OF JURY TRIAL

The parties hereto waive trial by jury in connection with proceedings or counter claims, brought by either of the parties against each other, in connection with this Agreement.

6. Attachment I to the Agreement is hereby deleted in its entirety and is hereby replaced by Attachment I attached hereto and made a part hereof.

7. 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

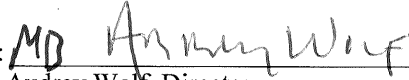
By: _____
Deputy Clerk

By: _____
Melissa McKinlay, Mayor

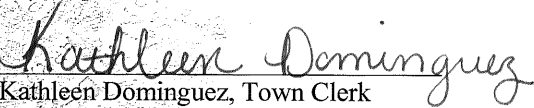
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

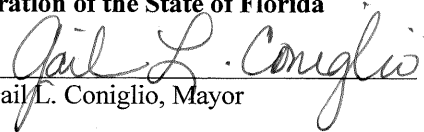
By:  _____
Assistant County Attorney

By:  _____
Audrey Wolf, Director
Facilities Development & Operations

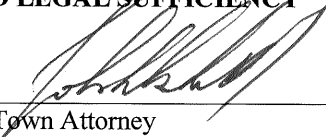
ATTEST:

By:  _____
Kathleen Dominguez, Town Clerk

TOWN OF PALM BEACH, a municipal
corporation of the State of Florida

By:  _____
Gail L. Coniglio, 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