

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

|                                       |  |  |
|---------------------------------------|--|--|
| Meeting Date: <b>October 16, 2018</b> | <input checked="" type="checkbox"/> <b>Consent</b> | <input type="checkbox"/> <b>Regular</b>        |
|                                       | <input type="checkbox"/> <b>Ordinance</b>          | <input type="checkbox"/> <b>Public Hearing</b> |

**Department: Facilities Development & Operations**

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** a First Amendment to Interlocal Agreement (R2013-1164) with Martin County, (“Participant”) 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 for the period of September 9, 2018 through September 10, 2023.

**Summary:** The Agreement, which provides the terms and conditions under which the Participant can program its radios and utilize the countywide common talk groups for certain inter-agency communications expired on September 9, 2018. The Agreement provided for three (3) renewal options, each for a period of five (5) years. The Participant has approved a renewal to extend the term of the Agreement retroactively to September 10, 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 Participant 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 reference to the most recent Motorola contract; and adds standard County nondiscrimination, assignment and severability provisions. Other than the changes set forth herein, all other terms remain the same. **(ESS) Countywide (LDC)**

**Background and Justification:** The Agreement with the Participant, which provides the terms and conditions under which the Participant can utilize the countywide and common talk groups of the County 800 MHz Radio System expired on September 9, 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) options left.

**Attachments:**

First Amendment to Interlocal agreement

**Recommended By:** MB Army Way 9/18/18  
**Department Director** **Date**

**Approved By:** JC Baker 10/9/18  
**County Administrator** **Date**

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

| Fiscal Years   | 2019        | 2020        | 2021        | 2022        | 2023        |
|--|-------------|-------------|-------------|-------------|-------------|
| Capital Expenditures                                   | _____       | _____       | _____       | _____       | _____       |
| Operating Costs  | _____       | _____       | _____       | _____       | _____       |
| External Revenues                                      | _____       | _____       | _____       | _____       | _____       |
| Program Income<br>(County)                             | _____       | _____       | _____       | _____       | _____       |
| In-Kind Match (County)                                 | _____       | _____       | _____       | _____       | _____       |
| <b>NET FISCAL IMPACT</b>                               | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> |
| <b># ADDITIONAL FTE<br/>POSITIONS<br/>(Cumulative)</b> | _____       | _____       | _____       | _____       | _____       |

**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:**

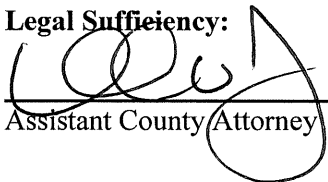
**C. Departmental Fiscal Review:** 

**III. REVIEW COMMENTS**

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

 9/21/18  
 OFMB 9/20 9/20

 9/28/18  
 Contract Development and Control  
 9/26/18 TD

**B. Legal Sufficiency:**  
 10/5/18  
 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 Interlocal Agreement R2013-1164 dated September 10, 2013, 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 Martin County, a Political Subdivision of the State of Florida ("Participant").

In consideration of the mutual promises contained herein, the County and Participant agree as follows:

1. The term of the Agreement expires(d) on September 9, 2018, and shall be retroactively extended to September 10, 2023 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 County'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. Participant 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 20: NONDISCRIMINATION**

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Participant warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, 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. Failure to meet this requirement shall be considered default of the Agreement.

**SECTION 21: ASSIGNMENT**

Participant 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 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 is 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.

5. 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
6. 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

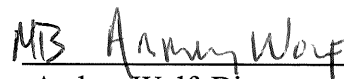
By: \_\_\_\_\_  
Deputy Clerk

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

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

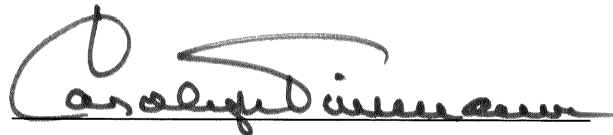
APPROVED AS TO TERMS AND  
CONDITIONS:

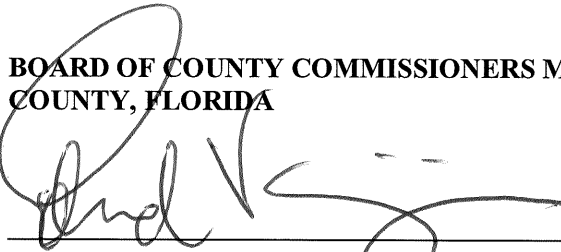
By:   
County Attorney

By:   
Audrey Wolf, Director  
Facilities Development & Operations

ATTEST:

BOARD OF COUNTY COMMISSIONERS MARTIN  
COUNTY, FLORIDA

  
CAROLYN TIMMANN, CLERK OF THE  
CIRCUIT COURT AND COMPTROLLER

  
EDWARD V. CIAMPI, CHAIRMAN

APPROVED AS TO FORM & LEGAL SUFFICIENCY

  
SARAH WOODS, COUNTY 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
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