

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: December 18, 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 (R2013-1565) with the Drug Enforcement Administration – Miami Division, (“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 retroactively from November 4, 2018 through November 4, 2023.

Summary: The Agreement provides the terms and conditions which gives the Participant the ability to program its radios and utilize the countywide common talk groups for certain inter-agency communications expired on November 4, 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 through November 4, 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; updates the notices as to the Participant 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 November 4, 2018. The Agreement provided 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 left.

Attachments:

First Amendment to Interlocal agreement

Recommended By: <u>Anthony Wolf</u>	<u>12/5/18</u>
Department Director	Date
Approved By: <u>Janet Johnson</u>	<u>12/10/18</u>
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					
(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 X
Does this item include the use of federal funds? Yes No X

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: [Signature] 11/14/18

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 11/14/18 OFMB [Signature] 11/19/18
[Signature] 11/28/18 Contract Development and Control

B. Legal Sufficiency: [Signature] 11/29/18
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 R2013-1565 dated November 5, 2013 (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 the Drug Enforcement Administration – Miami Division, formerly known as Drug Enforcement Administration - Fort Lauderdale District Office ("Participant").

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

1. The term of the Agreement expired on November 4, 2018, and shall be retroactively extended to November 4, 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 3.01 of the Agreement is deleted in its entirety and replaced with the following:

The County System consists of eleven (11) transmit and receive sites with co-located microwave equipment and three (3) microwave only sites that provide network connectivity as well as the SmartZone Controller.

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

5. Section 4.01 of the Agreement is modified by deleting the first sentence and replacing it with the following:

The Participant's equipment will be 700/800 MHz mobile, portable, and control station equipment programmed to be used on the County's System. The equipment used will be compatible with Motorola 700/800 MHz P25 communication systems.

6. Section 4.04 of the Agreement is deleted in its entirety and replaced with the following:

The Participant shall receive certain access codes to the County's System to enable the Common Talk Groups to be programmed into their equipment. The access codes are considered to be exempt and confidential security system information under F.S.119.071(3) and must not be released to the public or unauthorized persons. The access codes are to be treated as confidential information and the Town is responsible for safeguarding and protecting the confidentiality of the code information from release to unauthorized parties. All confidential security system information and data obtained, developed, or supplied by the County will be kept confidential by the Town and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by law or lawful order. All system parameters shall remain the County's property, and may only be reproduced or distributed with the written permission of the County. The Town agrees that the County has sole and exclusive ownership of all right, title and interest to the Confidential Information and may be recalled at any time.

7. Section 5 of the Agreement is modified by deleting the last paragraph and replacing it with the following:

The System Administrator will then compile this information and transmit back to the Participant a matrix of the County-wide Talk Groups, aliases that will be matched to the State issued ID numbers prior to the Participant's radios being activated on the County's 800 MHz System. The Participant is responsible for adhering to the Talk-Group and Radio ID allocations established by the County. The County's Talk-Group and Radio ID allocations are on file with the County and available upon request.

8. Section 7.02 of the Agreement is deleted in its entirety and replaced with the following:

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, consistent with the Federal Torts Claims Act (FTCA), United States Code, section 1346 (b)2671-2680, the Participant shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the Participant's negligence in connection with this Agreement, and the County shall indemnify, defend and hold harmless the Participant against any actions, claims, or damages arising out of the County's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes §768.28, or the FTCA, nor shall the same be construed to constitute agreement by either party to indemnify the other for such other party's negligent, willful or intentional acts or omissions.

9. Section 12 of the agreement is modified as to the Participant with the following:

As to the Participant:

Adolphus P. Wright, Special Agent in Charge
Drug Enforcement Administration
3200 Meridian Pkwy
Weston, FL 33331

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

SECTION 19: 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 20: 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 21: 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.

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.

(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

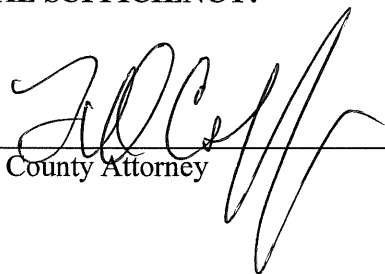
PALM BEACH COUNTY, a political
subdivision of the State of Florida

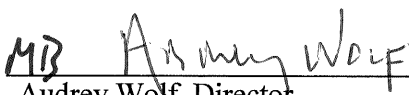
By: _____
Deputy Clerk

By: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

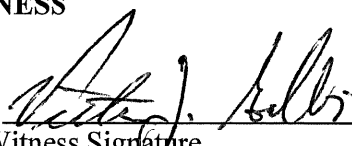
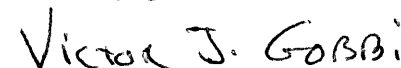
APPROVED AS TO TERMS AND
CONDITIONS:

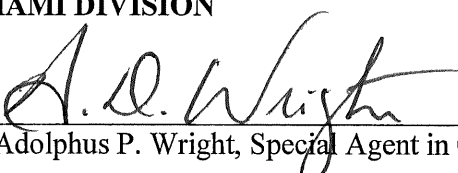
By:  _____
County Attorney

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

WITNESS

DRUG ENFORCEMENT ADMINISTRATION
- MIAMI DIVISION

By:  _____
Witness Signature
 _____
Print Witness Name

By:  _____
Adolphus P. Wright, Special Agent in Charge

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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