

345

Agenda Item #:

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: February 5, 2008

☒ Consent ☐ Regular
☐ Ordinance ☐ Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a First Amendment to the agreement (R2004-0096) with the City of Riviera Beach (City) for temporary direct access to the County's 800 MHz Radio System until February 21, 2009.

Summary: The temporary access agreement provides the terms and conditions under which the City can directly access the County's 800 MHz Radio System on a temporary basis. The City is required to pay annual maintenance fees during the temporary connection period which currently extends until February 21, 2008. In order to be permanently connected to the County's system, however, the City must pay a one-time access charge of \$2,089/unit and an annual replacement and renewal charge of \$211.42/unit retroactive to 2004, both by February 21, 2008. This amendment will extend the term of the temporary access agreement until February 21, 2009, but requiring the City to pay half of its permanent connection charges by February 21, 2008, and the balance by February 21, 2009. In the event that the City does not pay its permanent connection charges by the appropriate due dates or does not execute a permanent direct access agreement by February 21, 2009, the City will be de-activated from the County's system on the day following the City's failure to perform. The same terms were offered to every municipality accessing the County's system through a temporary direct access agreement. **(FDO/ESS) Countywide (JM)**

Background and Justification: Municipalities were originally given an opportunity to connect to the County's 800 MHz system on a temporary basis because: 1) it allowed cities to access the County system at an earlier date by only having to pay the annual maintenance charges during the temporary period, 2) it allowed cities to determine whether the County's system provided the necessary coverage and operational features required, and 3) it allowed cities to achieve interoperability at the earliest possible date.

Attachments:

First Amendment

Recommended by:


Department Director

1/14/08

Date

Approved by:


County Administrator

1/28/08

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>481,929.21</u>	<u>481,929.21</u>	<u>111,453.10</u>	<u>111,453.10</u>	<u>111,453.10</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>481,929.21</u>	<u>481,929.21</u>	<u>111,453.10</u>	<u>111,453.10</u>	<u>111,453.10</u>

ADDITIONAL FTE
POSITIONS (Cumulative)

Is Item Included in Current Budget? Yes ☐ No ☐

Budget Account No: Fund 3801 Department 411 Unit B209 Revs 4199 \$434,959.21

Fund 0001 Department 410 Unit 4150 Sub-Org 04 Revs 4901 \$46,970.00

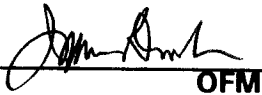
B. Recommended Sources of Funds/Summary of Fiscal Impact:

The one tie system access charge revenues will be placed in the renewal/replacement account in a sub-org which is specifically designated for access charges so that these funds are used solely for system expansion. The annual renewal/replacement fees will be placed in the renewal/replacement account to be used for renewal/replacement of system infrastructure. The annual operating/maintenance revenues will be used to offset Communication's operating budget expenses for the 800 MHz system.

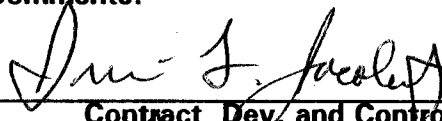
C. Departmental Fiscal Review:

III. REVIEW COMMENTS:

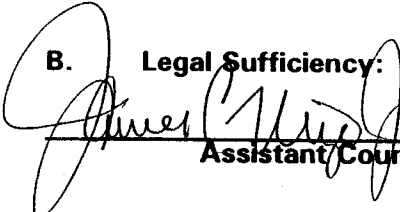
A. OFMB Fiscal and/or Contract Development & Control Comments:

 1-22-08
OFMB

(10) CN
1/21/08 1/17/08

 1/23/08
Contract Dev. and Control
6 Jan 1/23/08

B. Legal Sufficiency:

 1/23/08
Assistant County Attorney

This amendment complies with
our review requirements.

C. Other Department Review:

FIRST AMENDMENT TO TEMPORARY ACCESS AGREEMENT

THIS FIRST AMENDMENT to Agreement R2004-0096, dated January 13, 2004, 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, hereinafter referred to as the County, and the City of Riviera Beach, a municipal corporation, hereinafter referred to as the City.

WHEREAS, the City has requested to extend its Temporary Access Agreement, R2004-0096 (the "Agreement") with the County for one year; and

WHEREAS, the County is willing to extend the Agreement for one year.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the County and City agree as follows:

1. All terms of the Agreement remain in full force and effect unless specifically modified below.

2. Section 1.01 of the Agreement is hereby deleted and replaced in its entirety with the following:

The purpose of this Agreement is to set forth the parameters under which the County will make access to its 800 MHz Trunked Radio System ("System") available to the City for a limited period of time at the end of which the City must elect to remain on the County System permanently or elect to leave the System. The City must make this election no later than February 21, 2009. This Agreement identifies the conditions of use during the Temporary Connection Period, the cost of access and on-going use, the costs associated with electing permanent access, and the ability of the City to participate in the operational decisions relating to the 800 MHz System.

3. Section 1.028 of the Agreement is hereby deleted and replaced in its entirety with the following:

Temporary Connection Period: The period of time between the effective date of this Agreement and February 21, 2009.

4. Section 5.02 of the Agreement is hereby deleted and replaced in its entirety with the following:

In the event that the City chooses to connect to the System on a long term basis, the City shall pay at least fifty (50) percent of the fees described in Section 5.011 and 5.012 to the County prior to February 21, 2008, and shall pay the balance of the fees described in Section 5.011 and 5.012 prior to February 21, 2009. The City will not be considered "permanently" connected until the standard direct access agreement is executed and all fees required pursuant to the Agreement have been paid.

5. Section 13.01 of the Agreement is hereby deleted and replaced in its entirety with the following:

The term of the Temporary Connection Period shall commence upon execution of this Agreement and shall extend until February 21, 2009, unless terminated pursuant to either Section 13.02 or Section 15 of this Agreement or the City pays for the permanent connection of City Equipment pursuant to Section 5 of this Agreement, whichever occurs first. At such time that the City has paid in full for permanent connection of City Equipment, the City agrees to execute a standard direct access agreement with the County. For all the permanent access charges paid by the City pursuant to this Agreement, the City will be credited one-time connection charges of City Equipment required by the standard direct access agreement.

6. Section 13.02 of the Agreement is hereby deleted and replaced in its entirety with the following:

In the event that the City (1) has not paid at least fifty (50) percent of the fees described in Section 5.011 and 5.012 to the County prior to February 21, 2008, or (2) has not opted for permanent connection pursuant to Section 5 or otherwise terminated the Agreement by February 21, 2009, the City Equipment will be de-activated from the System at 0000 hours on the day following the City's failure to perform. The City will not be reimbursed for any payments made during the term of this Agreement.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the County and City has hereunto set its hand the day and year above written.

SHARON R. BOCK,
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Asst. County Attorney

By: Andy Ray Wolf
Director Facilities Dev & Operations *AD*

ATTEST:

CITY OF RIVIERA BEACH, FLORIDA

By: C. E. Ward
City Clerk Carrie E. Ward

By: Thomas Masters
Thomas Masters, Mayor
By: Pamela H. Ryan 9/14/07
Pamala Ryan, City Attorney

Amendment to Temp Connect
07/17/07