Agenda Hem #:

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: May 18, 2010	[X] Consent [] Ordinance	[] Regular [] Public Hearing			
Department: Facilities Develop	pment & Operations				
	I. EXECUTIVE BRIEF	•			
Motion and Title: Staff recommends motion to approve: a First Amendment to the agreement (R2006-2427) with the State of Florida, State Attorney's Office, 15 th Judicial Circuit (Office) to extend the term of the agreement until November 20, 2014.					
Summary: The Agreement with the Office, which provides the terms and conditions under which the Office can directly access the County's 800 MHz Radio System expires on November 20, 2010. The Agreement provides for two (2) renewal options, each for a period of four (4) years. Both parties must approve the renewal option. The Office has approved a renewal to extend the term of the Agreement until November 20, 2014. The renewal now requires Board approval. The terms of this agreement are standard and have been offered to all municipalities and local branches of State/Federal agencies where connection through an established municipal hub is not technically feasible. The annual fees are consistent with those being charged to the County departments. The Office is required to pay all costs associated with subscriber units and to comply with the established operating procedures for the System. The Agreement may be terminated by either party, with or without cause, on October 1st of any year, with a minimum of 6 months notice. This First Amendment renews the term, updates the notice provisions and provides for disclosure of County Ordinance No. 2009-049 establishing the Office of the Inspector General. Other than the changes set forth herein and a few minor changes all other terms and conditions remain the same. (ESS) Countywide (JM)					
with the Office for a period of four (4) years expiring on November 20, 2010. After approval of this First Amendment there will remain one (1) renewal option.					
Attachments: First Amendment					
Recommended By: Dep	An My Wiff partment Director	4 23 10 Date			
Approved By: Cou	inty Administrator	5/11/10 Date			

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of	Fiscal Impact	t:				
Fiscal Years	2010	2011	2012	2013	2014	
Capital Expenditures	-0-	0-		0-	-0-	
Operating Costs	0-	0-	0-		0-	
External Revenues	-0-	(\$4,020)	(\$4,020)	(\$4,020)	(\$4,020)	
Program Income (County)	0-	0-	0-	0-	0-	
In-Kind Match (County)	0-	-0-	0-	-0-	<u>-0-</u>	
NET FISCAL IMPACT	0-	(\$4,020)	(\$4,020)	(\$4,020)	(\$4,020)	
# ADDITIONAL FTE POSITIONS (Cumulative)						
Is Item Included in Current Budget? Yes X No						
Budget Account No: Fund (0001 Departm	ent <u>410</u> Un	it <u>4150</u>	<u>4901</u>		
Fund <u>3801</u> Department <u>411</u> Unit <u>B209</u> <u>4199</u>						
B. Recommended Sources of Funds/Summary of Fiscal Impact:						
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 800MHz system. Based on 11 units: = \$154/unit = \$1,694; \$211.42/unit = \$2,326 for a total of \$4,020 annually.						
C. Departmental Fiscal Review:						
III. REVIEW COMMENTS:						
A. OFMB Fiscal and/or Contract Development & Control Comments: Annual resemble for 5010 and poor years was \$6578 (18 x 365.42)						
OFMB	all 10 %		Mun J. G Contrac	acounts / E t Dev. and Co	ntrol 5/7/10	
B. Legal Sufficiency: Assistant County	5/0/0 Attorney			dment complies with requirements.	h	
C. Other Department Rev	view:					

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

21, 2006, subdivision	ST AMENDMENT to Interlocal Agreement R2006-2427 ("Agreement"), dated November is made as of, by and between Palm Beach County, a political of the State of Florida, by and through its Board of County Commissioners ("County") and f Florida, State Attorney's Office, 15 th Judicial Circuit ("Office").
In consider	ration of the mutual promises contained herein, the County and the Office agree as follows:
1.	The term of the Agreement expires on November 20, 2010, and shall be extended to November 20, 2014.
2.	All references in the Agreement to Communications Division shall be deleted and replaced with Electronic Services and Security Division.
3.	Section 2.01 of the Agreement is deleted in its entirety and replaced with the following:
	2.01 The Palm Beach County Electronics Services and Security Division's 800 MHz System Administrator will be the Office's day to day contact and can be reached at 561-233-0837. The Electronics Services and Security Division is staffed from 8:00am to 5:00pm, Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Center at 561-712-6428 and the appropriate on-call contact will be made.
4.	Section 8.04 of the Agreement is deleted in its entirety and replaced with the following:
í	8.04 Upon receipt of any invoice, the Office will immediately review same and report any discrepancies to the County within 10 days of receipt. Payment will be due to the County within 30 days of receipt of the invoice (but for invoice pursuant to Section 8.03). Payments shall be sent to:
	Facilities Development & Operations Fiscal Manager 2633 Vista Parkway West Palm Beach, FL 33411
	Attn: 800 MHZ Interlocal Agreement # R2006-2427, Invoice #

Section 17 of the Agreement is deleted in its entirety and replaced with the following:

Any notice given pursuant to the terms of this Agreement shall be in writing and done 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

5.

SECTION 17: NOTICES

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

With a copy to:

800 MHZ System Administrator 2633 Vista Parkway West Palm Beach, FL 33411

County Attorney's Office 301 North Olive Avenue West Palm Beach, FL 33401

As to the Office:

Executive Director
Office of the State Attorney, 15th Judicial Circuit
401 North Dixie Highway
West Palm Beach, FL 33401

State Attorney
Office of the State Attorney, 15th Judicial Circuit
401 North Dixie Highway
West Palm Beach, FL 33401

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

SECTION 23: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All parties doing business with the County shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the Office, its officers, agents, employees, and lobbyists in order to ensure compliance with the Agreement and to detect waste, corruption and fraud.

IN WITNESS WHEREOF, County and Office have executed this First Amendment, or have caused the same to be executed by their authorized representatives, 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:	By: Burt Aaronson, Chair			
APPROVED AS TO FORM AND LEGAL SUFFICIENCY: By: Muly Market Assistant County Attorney	APPROVED AS TO TERMS AND CONDITIONS: By: Audrey Wolf, Director Facilities Development & Operation			
ATTEST: By: Witness Signature Jeans D. Housel Print Witness Name	STATE OF FLORIDA, Office of the State Attorney, 15 th Judicial Circuit By: Michael F. McAufiffe, State Attorney			
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Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof.

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