Agenda Item #: 3H-6

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS <u>AGENDA ITEM SUMMARY</u>

<b>Meeting Date:</b>	June 8, 2010	[X] Consent [ ] Ordinance		Regular Public Hearing			
Department:	Facilities Develo	- 7		rubile Hearing			
Department: Facilities Development & Operations							
		I. EXECUTIVE B	RIEF				
<b>Motion and Title</b> 2158) with the City	: Staff recommend of Margate (City) to e	s motion to approvent the a	e: a Fira	st Amendment to the agreement (R2005- ent until October 31, 2015.			
its radios and utilicommunications, e for a period of five to extend the term terms of the Agree agencies with 800 City is required to procedures for the First Amendment of Ordinance No. 200 herein and a few manufacture.	lize the countywide expires on October 31 (5) years. Both partie of the Agreement unment are standard and MHz trunked radio capay all costs associated System. The Agreements the term, upda 19-049 establishing the inor changes, all other years, expiring on 0	and EMS common, 2010. The Agreemes must approve the retil October 31, 2015. In the department of the country is noticed with subscriber unment may be terminated the County's notice of the Insperse terms and conditions lovember 1, 2005, the	talk greent provenewal of the reror charged by the provise ctor Georgian Board	is under which the City can program into oups for certain types of inter-agency vides for three (3) renewal options, each option. The City has approved a renewal newal now requires Board approval. The unicipalities and local branches of federal ges associated with this Agreement. The to comply with the established operating either party, with or without cause. This ion and provides for disclosure of County eneral. Other than the changes set forth in the same. (ESS) Countywide (JM)  approved the Agreement with the City for roval of this First Amendment, there will			
Attachments: First Amer	dment						
	Λ			rla.l.a			
Recommended B		partment Director		5 20 (10 <b>Date</b>			
Approved By:	•	Whiler		- 611ho			
	Co	unty Administrator		Date			
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### II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:							
Fiscal Years	2010	2011	2012	2013	2014		
Capital Expenditures Operating Costs External Revenues Program Income (County)							
In-Kind Match (County							
NET FISCAL IMPACT	<b>*</b> 5u	below					
# ADDITIONAL FTE POSITIONS (Cumulative)							
Is Item Included in Current	t Budget:	Yes	No				
Budget Account No: Fur		Dept _	Unit		Object	<del></del>	
B. Recommended Sources of Funds/Summary of Fiscal Impact:							
There is no fiscal impact with this item.							
C. Departmental Fiscal Review:							
III. <u>REVIEW COMMENTS</u>							
A. OFMB Fiscal and/or Contract Development Comments:  NO Fixed in pact as this is a time extension  OFMB  OF							
B. Legal Sufficiency:  Assistant County Attorney  This amendment complies with our review requirements.							
C. Other Department R	eview:						
Department Director		-					

This summary is not to be used as a basis for payment.

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#### FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT to Agreement R2005-2158 (the "Agreement"), dated November 1, 2005, is made as of \_\_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and the City of Margate, a municipal corporation of the State of Florida ("City").

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

- 1. The term of the Agreement expires on October 31, 2010, and shall be extended to October 31, 2015.
- 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 City'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 13 of the Agreement is amended, as to the County, to:

#### 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

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

## SECTION 19: 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 City, its officers, agents, employees, and lobbyists in order to ensure compliance with the Agreement and to detect waste, corruption and fraud.

6. Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof.

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:Burt Aaronson, Chair					
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:	APPROVED AS TO TERMS AND CONDITIONS:					
By: Assistant County Attorney	By: Adversion Work States Development & Operation					
ATTEST:	CITY OF MARGATE, a municipal corporation of the State of Florida					
By: LLALLA Mallace May, City Clerk	By:  Joseph Varsallone , Mayor  By:  Francis J. Porcella, City Manager					
APPROVED AS TO FORM AND LEGAL SUFFICIENCY  By:						