

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

Meeting Date:	July 20, 2010	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: **Facilities Development & Operations**

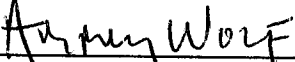
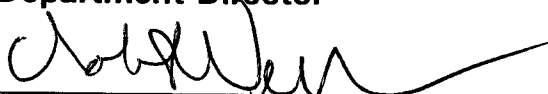
I. EXECUTIVE BRIEF

Motion and Title: **Staff recommends motion to approve:** a First Amendment to the agreement (R2005-0994) with St. Lucie County (St. Lucie) to extend the term of the agreement until May 16, 2015.

Summary: The Agreement which provides the terms and conditions under which St. Lucie can program into its radios and utilize the countywide common talk groups for certain types of inter-agency communications, expired on May 16, 2010. The Agreement provides for three (3) renewal options, each for a period of five (5) years. Both parties must approve the renewal option. St. Lucie has approved a renewal to retroactively extend the term of the Agreement until May 16, 2015. 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 this Agreement. St. Lucie 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. This First Amendment renews the term, updates the County's notice provision and provides for disclosure of County Ordinance No. 2009-049 establishing the Office of the Inspector General. Other than the changes set forth herein, all other terms remain the same. (ESS) Countywide (JM)

Background and Justification: On May 17, 2005, the Board approved the Agreement with St. Lucie for a period of five (5) years, expiring on May 16, 2010. After approval of this First Amendment, there will remain two (2) renewal options.

Attachments:
First Amendment

Recommended By:		6/23/10
	Department Director	Date
Approved By:		7/8/10
	County Administrator	Date

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	=====	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
Program _____

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

There is no fiscal impact with this item.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

No fiscal impact for allowing communications through the common talky groups.

OFMB

Contract Development and Control

B. Legal Sufficiency:

Assistant County Attorney

This amendment complies with
our review requirements.

C. Other Department Review:

Department Director

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

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT to Agreement R2005-0994 ("Agreement") dated May 17, 2005, 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 St. Lucie County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("St. Lucie").

In consideration of the mutual promises contained herein, the County and St. Lucie agree as follows:

1. The term of the Agreement expires on May 16, 2010, and shall be extended to May 16, 2015.
2. Section 1.026 of the Agreement is deleted in its entirety and replaced with the following:

1.026 System Administrator: An employee within the County's Electronics Services and Security Division of the Facilities Development & Operations Department responsible for day to day administration and management of the System and the County's designated contact person pursuant to various sections of this agreement.
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 St. Lucie'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 12 of the Agreement is amended, as to the County address, 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 17: 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 St. Lucie, 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

By: [Signature]
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: [Signature]
Audrey Wolf, Director
Facilities Development & Operations

ATTEST:

By: [Signature]
St. Lucie County Deputy Clerk

ST. LUCIE COUNTY, a political subdivision
of the State of Florida

By: [Signature]
Charles Grande, Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
St. Lucie County Attorney

