Agenda Item #: 3H-8

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

Meeting Date:	October 5, 2010	[X] Consent [] Ordinance	[ ] Regular [ ] Public Hearing	

**Department:** Facilities Development & Operations

#### I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a First Amendment to the agreement (R2005-1709) with the Federal Bureau of Investigation (FBI) to retroactively extend the term of the 800MHz agreement until September 12, 2015.

Summary: The Agreement which provides the terms and conditions under which the FBI can program into its radios and utilize the countywide common talk groups for certain types of inter-agency communications, expired on September 12, 2010. The Agreement provides for three (3) renewal options, each for a period of five (5) years. Both parties must approve the renewal option. The FBI has approved a renewal to retroactively extend the term of the Agreement until September 12, 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. The FBI 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 and updates the notice provisions. Other than the changes set forth herein, all other terms remain the same. (ESS) <u>Countywide</u> (JM)

**Background and Justification:** On September 13, 2005, the Board approved the Agreement with the FBI for a period of five (5) years, expiring on September 12, 2010. After approval of this First Amendment, there will remain two (2) renewal options.

Attachments: First Amendment

Recommended By:	Anny Wint	9/6/10	
	Department Director	Date	
Approved By:	agener	9/22/10	
	County Administrator	Date	

## II. FISCAL IMPACT ANALYSIS

# A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
<b>Capital Expenditures</b>					
Operating Costs					······································
External Revenues		<u> </u>	<u></u>	·	·
Program Income	<u> </u>	······································			
(County)		<u> </u>			
In-Kind Match (County		<u> </u>			
NET FISCAL IMPACT	¥30 b	elaw.			
<b># ADDITIONAL FTE</b>					
POSITIONS					
(Cumulative)					
Is Item Included in Current	Budget:	Yes	No _		
Budget Account No: Func	1	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. <u>REVIEW COMMENTS</u>

A. OFMB Fiscal and/or Contract Develo No additional cost for the use of E	opment Comments: BOMHI radio aga common talk groups
Judi	An-J. Jour 9120110
OFMB 9/17/107,	Contract Development and Control
B. Legal Sufficiency:	This amendment complies with our review requirements.
Assistant County Attorney	

C. Other Department Review:

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 R2005-1709 ("Agreement") dated September 13, 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 The United States Department of Justice, Federal Bureau of Investigation ("FBI").

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

- 1. The term of the Agreement, expired on September 12, 2010, and shall be retroactively extended to September 12, 2015.
- 2. Section 1.026 of the Agreement is deleted in its entirety and replaced with the following:

1.026 <u>System Administrator</u>: 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 the FBI's day to day contact and can be reached at 561-233-0837. The Electronics Services and Security Division are 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 deleted in its entirety and replaced with the following:

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

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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 FBI:

Special Agent in Charge Federal Bureau of Investigation 16320 NW 2<sup>nd</sup> Avenue Miami, FL 33169

Telecommunications Manager Federal Bureau of Investigation 16320 NW 2<sup>nd</sup> Avenue Miami, FL 33169

5.

Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the FBI and County.

(The remainder of the page is intentionally left blank)

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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

By:

Deputy Clerk

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

By:

Burt Aaronson, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: \_

Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: Wolf, Director Audrey

Facilities Development & Operations

WITNESS:

By: Signature of Witness

Printed Name of Witness

UNITED STATES DEPARTMENT OF JUSTICE, FEDERAL BUREAU OF INVESTIGATION

By Special Agent in Charge

Maury V. Taylor Contracting Officer Federal Bureau of Investigation

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