Agenda Item #: 3H-//

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

| Meeting Date: February 1, 2011 [X] Consent [] Regular [] Ordinance [] Public Hearing | | | | | | |
|---|--|--|--|--|--|--|
| Department: Facilities Development & Operations | | | | | | |
| I. EXECUTIVE BRIEF | | | | | | |
| Motion and Title: Staff recommends motion to approve: a Second Amendment to the Interlocal Agreement (R2001-0200) with the City of Boynton Beach (City) to extend the term of the agreement until February 5, 2016. | | | | | | |
| Summary: The Interlocal Agreement with the City, which provides the terms and conditions under which the City can use the County's microwave system to transport radio signals from the City's tower to the County SmartZone Controller expires on February 6, 2011. The Interlocal Agreement provides for four (4) renewal options, each for a period of five (5) years. Both parties must approve the renewal option. The City has approved a renewal to extend the term of the Interlocal Agreement until February 5, 2016. The renewal now requires Board approval. Under the terms of the Interlocal Agreement, the City pays its share of the operational and maintenance costs associated with the microwave system. The costs for each fiscal year are provided by the County by March 1 st annually. The Interlocal Agreement may be terminated by either party, with or without cause, upon one (1) years notice. This Second Amendment renews the term and updates the notice provisions. Other than the changes set forth herein all other terms and conditions of the Interlocal Agreement remain the same. (ESS) Countywide (JM) | | | | | | |
| Background & Justification: On February 6, 2001, the Board approved the Interlocal Agreement with the City for a period of five (5) years expiring on February 6, 2006. On April 4, 2006, the Board approved the First Amendment to the Interlocal Agreement retroactively extending the term until February 6, 2011 (R2006-0554). After approval of this Second Amendment there will remain two (2) renewal options. | | | | | | |
| | | | | | | |
| Attachments: Second Amendment | | | | | | |
| | | | | | | |
| Recommended by Army Wirk 1/12/11 Department Director Date | | | | | | |
| Approved by: | | | | | | |
| | | | | | | |

II. FISCAL IMPACT ANALYSIS

| A. | Five Year Summary of Fiscal Impact: | | | | | | |
|---|-------------------------------------|---------------|------------|-----------|-----------|-----------|--|
| Fisca | l Years | 2011 | 2012 | 2013 | 2014 | 2015 | |
| Capital Expenditures | | | | 0- | 0- | 0- | |
| Operating Costs | | 0- | | 0- | 0- | 0- | |
| External Revenues | | (\$4,737) | (\$5,921) | (\$5,921) | (\$5,921) | (\$5,921) | |
| Prog | ram Income (Count | y) <u>-0-</u> | | 0- | 0- | 0- | |
| In-K | ind Match (County) | 0- | | 0- | | | |
| | NET FISCAL IMP | ACT (\$4,737) | (\$5,921) | (\$5,921) | (\$5,921) | (\$5,921) | |
| # ADDITIONAL FTE POSITIONS (Cumulative) | | | | | | | |
| Is Item Included in Current Budget? Yes No | | | | | | | |
| Budget Account No: Fund <u>0001</u> Department <u>410</u> Unit <u>4150</u> Object <u>4901</u> Reporting Category | | | | | | | |
| B. Recommended Sources of Funds/Summary of Fiscal Impact: | | | | | | | |
| | | | | | | | |
| C. Departmental Fiscal Review: | | | | | | | |
| C. Departmental Fiscal Review: | | | | | | | |
| | | III.] | REVIEW COM | MENTS: | | | |
| A. OFMB Fiscal and/or Contract Development & Control Comments: Estimated Revenue to receive Feom the City of Boyrilon Beach is \$4,737. | | | | | | | |
| OFMB W Contract Dev. and Control | | | | | | | |
| | (| Palin Die | | | | | |
| B. Legal Sufficiency: | | | | | | | |
| Acuer Chino of 1/26/11 | | | | | | | |
| 1/ | Assistant County A | uorney ' | | | | | |

C. Other Department Review:

SECOND AMENDMENT TO INTERLOCAL AGREEMENT

THIS SECOND AMENDMENT to Interlocal Agreement R2001-0200, dated February 6, 2001, as amended by R2006-0554 (collectively referred to herein as the "Agreement") 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 City of Boynton Beach, 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 February 6, 2011, and shall be extended to February 5, 2016.
- 2. Section 2.04 of the Agreement shall be deleted in its entirety and replaced with the following:
 - 2.04 The City shall pay the County, in full, each fiscal year no later than February 1st. Payment shall be made to the Board of County Commissioners, 2633 Vista Parkway, Attn: Electronic Services and Security Division, West Palm Beach, FL 33411.
- 3. Section 8 of the Agreement is amended so that Notices to the County shall be sent as follows:

As to the County:

Director, Facilities Development & Operations 2633 Vista Parkway West Palm Beach, FL 33411

With a copy to:

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

County Attorney's Office 301 North Olive Avenue West Palm Beach, FL 33401 Boca Raton, FL 33486

4. Except as modified by this Second 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 Second Amendment to be executed on 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: Karen T. Marcus, Chair |
| APPROVED AS TO FORM AND LEGAL SUFFICIENCY: | APPROVED AS TO TERMS AND CONDITIONS: |
| By: Amer (Mye) County Attorney | By: Audrey Wolf, Director Facilities Development & Operation |
| ATTEST: | |
| CITY CLERK: | CITY OF BOYNTON BEACH, a municipal corporation of the State of Florida |
| By: Jahre Ryle-Lepety lity fluk for Jamet Prainito, Oty Clerk | By: Jose A. Rodrigaez, Mayor |
| APPROVED AS TO FORM AND LEGAL SUFFICIENCY By: | |
| Jim Cherof City Attorney | |