

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

Meeting Date: **December 20, 2011** **Consent** **Regular**
 Ordinance **Public Hearing**

Department: **Facilities Development & Operations**

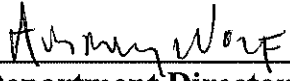

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Second Amendment to the Agreement (R2006-0074, as amended by R2008-1862) with AlliedBarton Security Services, LLC (Agency) successor in interest to Barton Protective Services, LLC to extend the term of the Agreement to January 9, 2015.

Summary: The Agreement which provides the terms and conditions under which the Agency can program into the County's 800 MHz Radio System and utilize the countywide and EMS common talk groups for certain types of interagency communications expires on January 10, 2012. The County's system may not be utilized for routine operational communications by the Agency. The Agreement provides for three (3) renewal options, each for a period of three (3) years. Both parties must approve the renewal option. The Agency has approved a renewal to extend the term of the Agreement until January 9, 2015. The renewal now requires Board approval. The terms of this Agreement are standard and have been offered to all EMS providers. There are no charges associated with this Agreement. The Agency 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 Second Amendment: (i) renews the term; (ii) clarifies the renewal options provided for; (iii) updates the insurance and notice provisions and (iv) provides for disclosure of the establishment of the Office of the Inspector General. All other terms of the Agreement remain unchanged. (ESS)
Countywide (JM)

Background and Justification: On January 10, 2006, the Board approved the Agreement with the Agency for a period of three (3) years expiring on January 9, 2009. On October 21, 2008, the Board approved the First Amendment to the Agreement, which expires January 10, 2012. After approval of this Second Amendment there will remain one (1) renewal option.

Attachments:
 Second Amendment

Recommended By:		12/13/11
	Department Director	Date
Approved By:		12/13/11
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income	_____	_____	_____	_____	_____
(County)					
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>→ see below</u>				
# 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 associated with this item.

C. Departmental Fiscal Review: _____ *W 12-1-11*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

No Fiscal Impact, term extension from January 10, 2012 to January 9, 2015

OFMB *[Signature]* 12/14/11
al 12/14/11
12-14-11

Contract Development and Control *[Signature]* 12/16/11

B. Legal Sufficiency:

[Signature] 12/16/11
 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.

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT to Agreement R2006-0074, dated January 10, 2006, as amended by R2008-1862 (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, ("County") and AlliedBarton Security Services, LLC, a Delaware limited liability company licensed to do business in the State of Florida ("Agency") with a federal tax id number of 20-2335618, successor-in-interest to Barton Protective Services, LLC.

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

1. The term of the Agreement, expires on January 10, 2012, and shall be extended to January 9, 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 Electronic Services and Security Division is charged with responsibility for administering the System. Within the Electronic Services and Security Division a position with the title of 800 MHz System Administrator will be the Agency's day to day contact and can be reached at 561-233-0837. The Electronic 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 9.07 of the Agreement is deleted in its entirety and replaced with the following:

9.07 The County shall be named as an Additional Insured on each liability insurance policy required, except for Workers Compensation and Business Auto Liability. The additional insured endorsements shall provide coverage on a primary basis. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees and Agents", c/o Electronic Services and Security Division, 2633 Vista Parkway, West Palm Beach, FL 33411. All involved policies must be endorsed so that thirty (30) days notification of cancellation and any material change(s) in coverage shall be provided to the Board of County Commissioners of Palm Beach County.

5. Section 9.09 of the Agreement is amended, as to the County address, to:

Palm Beach County Electronic Services and Security Division
2633 Vista Parkway
West Palm Beach, FL 33411

6. Section 11 of the Agreement is amended to provide the Agency with three (3) options to extend the term of the Agreement for a term of three (3) years each or until such time as the Agency no longer possesses a valid certificate of need to provide service in Palm Beach County; whichever occurs first.
7. Section 14 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 14: NOTICES

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 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 Agency:

Stephen L. Metts, FCPP, CHS
District Manager- Palm Beach
AlliedBarton Security Services
2101 Centrepark West Drive
Suite 150
West Palm Beach, FL 33409

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

SECTION 23: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

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 Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with the Agreement and to detect waste, corruption and fraud.

9. Except as modified by this Second Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof, and the parties hereby ratify, confirm and adopt the Agreement, as amended.

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**

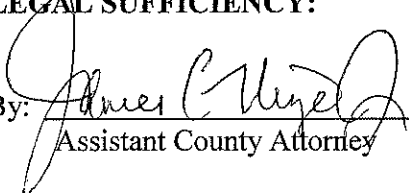
**PALM BEACH COUNTY, a political
subdivision of the State of Florida**

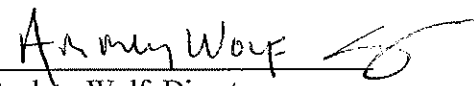
By: _____
Deputy Clerk

By: _____
Shelley Vana, Chair

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

**APPROVED AS TO TERMS AND
CONDITIONS:**

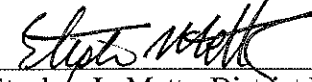
By: 
Assistant County Attorney

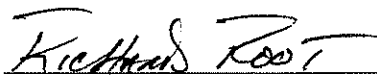
By: 
Audrey Wolf, Director
Facilities Development & Operations


WITNESS:

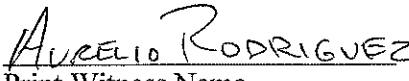
**ALLIEDBARTON SECURITY SERVICES,
LLC, a Delaware limited liability company**


Witness Signature

By: 
Stephen L. Metts, District Manager


Print Witness Name


Witness Signature


Print Witness Name

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