

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

Meeting Date: May 15, 2012	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department: Facilities Development & Operations		

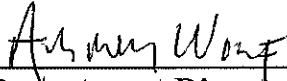
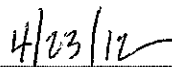
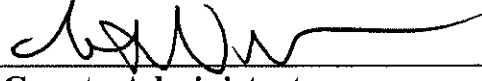
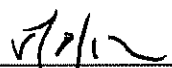
I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a First Amendment to Interlocal Agreement (R2009-0848) with the Town of South Palm Beach (Town) to extend the term of the agreement to May 18, 2015.

Summary: The Interlocal Agreement, which provides the terms and conditions under which the Town receives radio equipment maintenance services from the County will expire on May 18, 2012. The Interlocal Agreement provides for one (1) renewal option for a period of three (3) years. Both parties must approve the renewal option. The Town has approved the renewal to extend the term of the Interlocal Agreement until May 18, 2015. The renewal now requires Board approval. The terms of the agreement are standard and the maintenance rates are consistent with those being charged to County Departments. The Interlocal Agreement may be terminated by either party, with or without cause, with a minimum of three (3) months notice. **(ESS) District 4 (JM)**

Background and Justification: On May 19, 2009, the Board approved the Interlocal Agreement with the Town for a period of three (3) years, commencing on May 19, 2009, and expiring on May 18, 2012.

Attachments:
 First Amendment

Recommended By:	 Department Director	 Date
Approved By:	 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	(\$1,000)	(\$1,000)	(\$1,000)	(\$1,000)	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$1,000)	(\$1,000)	(\$1,000)	(\$1,000)	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No X _____

Budget Account No: Fund 0001 Dept 410 Unit 4150 Object 4901

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

Services will be provided on an as needed basis and will be billed to the Town for reimbursement.

C. Departmental Fiscal Review: _____ *W 4-26-12*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

<p align="center"><i>[Signature]</i> OFMB <i>5/2/12</i></p>	<p align="center"><i>[Signature]</i> Contract Development and Control <i>5-7-12 B. C. [Signature]</i></p>
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B. Legal Sufficiency:

[Signature]
Assistant County Attorney
5/8/12

C. Other Department Review:

Department Director

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

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to Interlocal Agreement R2009-0848 (the "Agreement"), dated May 19, 2009, is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and the Town of South Palm Beach, a municipal corporation of the State of Florida ("Town").

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

1. The term of the Agreement expires on May 18, 2012, and shall be extended until May 18, 2015, or until the expiration of the Town's agreement with the County that provides the Town with access to the County's 800 MHz Trunked Radio System, whichever comes first.
2. Attachment 1 to the Agreement is modified so that the Non-Emergency Contact Phone # shall be as follows: 561-233-0830.
3. The Agreement is hereby amended to add the following:

SECTION 17: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the day and year first above written.

ATTEST:

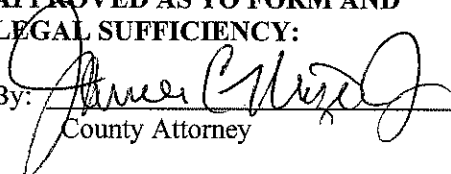
SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Shelley A. Vana, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

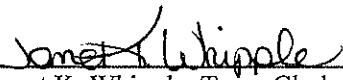
By: 
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

By: 
Audrey Wolf, Director
Facilities Development & Operations

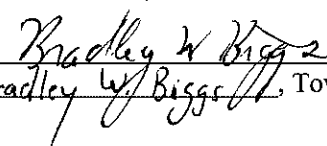
ATTEST:

TOWN OF SOUTH PALM BEACH, a
municipal corporation of the State of Florida

By: 
Janet K. Whipple, Town Clerk

By: 
Dr. Donald Clayman, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Bradley W. Biggs, Town Attorney