PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	November 20, 2012	[X] Consent [] Ordinance	[] Regular [] Public Hearing				
Department:	Facilities Development						
	200100000000000000000000000000000000000						
I. EXECUTIVE BRIEF							
Motion and Title: Staff recommends motion to approve: a First Amendment to Interlocal Agreement (R2009-1969) with the Village of North Palm Beach (Village) to extend the term of the agreement to November 16, 2015.							
which the Village November 16, 202 three (3) years. Of Interlocal Agreem maintenance rates County must out-s consoles is provide Motorola. The rate October 1 st) at the schedule applied to with or without catern and provides	e receives radio equipmed 2. The Interlocal Agree on October 11, 2012, the Vent until November 16, 2 are consistent with those becourse the labor, a separate ed on a lump sum basis per may be adjusted annu County's sole discretion, to County departments. Thuse, with a minimum of the for disclosure of County	ent maintenance serve ment provides for one fillage approved the A 2015. The terms of the peing charged to Count alabor rate is provided pursuant to the Count ally with notification but in no event shall the pursuant to the Count ally with notification but in no event shall the period of the Count and the Cou	vides the terms and conditions under rices from the County expired on e (1) renewal option for a period of mendment to extend the term of the the agreement are standard and the ty Departments. In the event that the The maintenance cost for the radio y's Master Service Agreement with by June 1 (effective the following he City's fee schedule exceed the fee at may be terminated by either party, a. This First Amendment renews the 2-049 establishing the Office of the other terms remain the same. (ESS)				
Background and Justification: On November 17, 2009, the Board approved the Interlocal Agreement with the Village for a period of three (3) years, commencing on November 17, 2009, and expiring on November 16, 2012.							
Attachment: First Amend	dment						
Recommended By		WIF ent Director	10 (23 12— Date				
Approved By:	County A	dministrator	Date				

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:							
Fiscal Years	2013	2014	2015	2016	2017		
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County	10,593 (10,593)	10,858 (10,858)	11,129 (11,129)				
NET FISCAL IMPACT	0	0	0				
# ADDITIONAL FTE POSITIONS (Cumulative)		······································		<u></u>			
Is Item Included in Current B	udget: Yes	<u>X</u>	No				
Budget Account No: Fund	<u>0001</u> Dep	ot <u>410</u>	Unit <u>4150</u>	Object <u>4901</u>			
 B. Recommended Sources of Funds/Summary of Fiscal Impact: Radio maintenance services will be provided on an as needed basis and will be billed to the Village for reimbursement. Console maintenance services are provided on a lump sum basis. C. Departmental Fiscal Review: 							
C. Departmental Fiscal Review: _							
A. OFMB Fiscal and/or Contract Development Comments: OFMB Fiscal and/or Contract Development and Control OFMB Fiscal and/or Contract Development and Control Contract Development and Control 10-31-18-18-06-11/12 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 INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to Interlocal Agreement R2009-1969 (the	"Agre	eement	"), dated
November 17, 2009, is made as of,	by	and	between
Palm Beach County, a political subdivision of the State of Florida ("Cour	ıty"),	and the	Village
of North Palm Beach, a municipal corporation of the State of Florida ("Villa	ige").		

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

- 1. The term of the Agreement expires on November 16, 2012, and shall be extended until November 16, 2015, or until the expiration of the Village's agreement with the County that provides the Village with access to the County's 800 MHz Trunked Radio System, whichever comes first.
- 2. Attachment I to the Agreement is hereby deleted in its entirety and is hereby replaced by Attachment I attached hereto and made a part hereof.
- 3. Section 1 of the Agreement is modified by deleting the first sentence and replacing it with the following:

The purpose of this Agreement is to provide the terms and conditions by which the County will provide comprehensive radio repair services to the Village, including service for the Village's radio consoles as part of the County's Master Service Agreement with Motorola, and the schedule and method of payment to the County for such services.

- 4. Section 3 of the Agreement is modified by adding subsection 3.05 as follows:
 - 3.05 The Village has two (2) radio communication consoles and associated Console Electronics Bank (CEB) equipment that the County has included within the County's Master Service Agreement. As part of the system access charges billed in November of each year, the Village will be billed a separate line item for the actual maintenance costs incurred by the County for the addition of the Village's equipment to the Master Service Agreement. Any subsequent request from the Village to remove their radio consoles and CEB equipment from the County's Master Service Agreement shall not take effect until the end of the current fiscal year, September 30th.
- 5. Section 16 of the Agreement is modified by deleting the section heading DELEGATION OF FILING and replacing it with DELEGATION OF DUTY.

6. 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 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.

7. 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 Village and the County.

(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:	By:
APPROVED AS TO FORM AND LEGAL SUFFICIENCY: By: County Attorney	APPROVED AS TO TERMS AND CONDITIONS: By: Audrey Wolf, Director Facilities Development & Operations
ATTEST: By: Mellera Teal	VILLAGE OF NORTH PALM BEACH, a municipal corporation of the State of Florida By:
Melissa Teal, Village Clerk APPROVED AS TO FORM AND LEGAL SUFFICIENCY	David B. Norris, Mayor

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Leonard G. Rubin, Village Attorney

PALM BEACH COUNTY ELECTRONIC SERVICES & SECURITY RADIO REPAIR MAINTENANCE AGREEMENT

ATTACHMENT 1

Business Hours Contact Phone # 561-233-0830 After Hours Contact Phone # 561-712-6428

Normal Shop Labor Rate: \$65.00 per hour, per person. Over Time Shop Labor Rate: \$97.50 per hour, per person.

Contracted Labor Rate: \$135.00 per hour, per person.

Overtime Contracted Labor Rate: \$202.50 per hour, per person.

Procured Parts and/or Related Components: At County Procurement Cost + 5% Administrative Fee

Maintenance Costs for Radio Consoles and CEB Equipment:
October 1, 2012– September 30, 2013: \$10,593.00
October 1, 2013 – Expiration of Contract: To be determined based on County's Master Service Agreement and to be provided under separate cover.