Agenda Item #: 3H-2

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

Meeting Date:	September 10, 2013	[X] Consent	[] Regular
	~	[] Ordinance	[] Public Hearing

Department: Facilities Development & Operations

#### I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a First Amendment to Interlocal Agreement (R2010-1275) ("Agreement") with the Port of Palm Beach District (Port) to extend the term of the Agreement for radio maintenance services to August 16, 2016.

**Summary:** The Agreement with the Port, which provides the terms and conditions under which the Port receives radio equipment maintenance services from the County, expired on August 16, 2013. The Agreement provides for one (1) renewal option for a period of three (3) years. The Port approved a retroactive amendment to extend the term of the Agreement to August 16, 2016. The terms of the Agreement are standard and the maintenance rates are consistent with those being charged to County Departments. Services will be provided on an as-needed basis and billed to the Port. In the event that the County must out-source the labor, a separate labor rate is provided to cover the cost of the contract labor. The rates may be adjusted annually with notification by June 1 (effective the following October 1<sup>st</sup>) at the County's sole discretion, but in no event shall the Port's fee schedule exceed the fee schedule applied to County departments. The Agreement may be terminated by either party, with or without cause, with a minimum of three (3) months notice. This First Amendment retroactively renews the term, updates the provision on County Code Section 2-421 - 2-440 establishing the Office of the Inspector General and provides for no third party beneficiaries. Other than the changes set forth herein, all other terms remain the same. **(ESS) Countywide (JM)** 

**Background and Justification:** The Port has determined that is beneficial to the Port to utilize the County's Facilities Development & Operations/Electronic Services & Security Division (FDO/ESS) to provide radio maintenance services for its public safety radio assets. The Port is interoperable with the County's system through a direct access agreement. In lieu of outsourcing its maintenance needs to a private firm, the Port has chosen FDO/ESS for those services. No additional personnel will be required within FDO/ESS to perform these services. Following approval of this amendment, there will be no remaining renewals.

#### Attachments:

First Amendment

Recommended By:	Array Work	8/11/13
<i></i>	Department Director	Date ' l
Approved By:	Alle	219/12
	County Administrator	Date

# II. FISCAL IMPACT ANALYSIS

A.	Five `	Year	Summary	of	Fiscal	Impact:
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Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures					
Operating Costs	\$800	<u>\$800</u>	<u>\$800</u>	<u>\$800</u>	
External Revenues	(\$800)	(\$800)	(\$800	(\$800)	
In-Kind Match (County					
NET FISCAL IMPACT	0*	0	0	0	
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Curren	t Budget:	Yes 🗾	No		
Budget Account No: Fund	0001 De	pt 410 Uni	it 4150 Ol	oject 4901 P	rogram

### 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 Port for reimbursement.

12-13

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

Legal Sufficiency: В. 13 Assistant County Attorney

C. Other Department Review:

Department Director

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### FIRST AMENDMENT TO INTERLOCAL AGREEMENT

**THIS FIRST AMENDMENT** to Interlocal Agreement R2010-1275 (the "Agreement"), dated August 17, 2010, is made as of \_\_\_\_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and the Port of Palm Beach District, a special independent taxing district and political subdivision of the State of Florida ("Port").

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

- 1. The term of the Agreement expired on August 16, 2013 and shall be retroactively extended until August 16, 2016, or until the expiration of the Port's agreement with the County that provides the Port with access to the County's Public Safety 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 15 is hereby deleted in its entirety and replaced with the following:

# SECTION 15: 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.

- 4. Section 17 of the Agreement is modified by deleting the section heading DELEGATION OF FILING and replacing it with DELEGATION OF DUTY.
- 5. The Agreement is hereby modified to add the following:

#### SECTION 18: NO THIRD PARTY BENEFICIARY

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and/or Port.

6. 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 Port and the County.

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By County Attorney

ATTEST/WITNESS By: diea BY: <u>VEGGY S. GANDINGOT</u> Witness/Clerk

By: \_\_

Steven L Abrams, Mayor

APPROVED AS TO TERMS AND CONDITIONS:

MC By: Audrey Wolf, Director

Facilities Development & Operations

PORT OF PALM BEACH DISTRICT

By:\_ Chaimnan

<u>Crearge E. Mastics</u> Printed Name George E. Mastics

## Attachment I

# PALM BEACH COUNTY ELECTRONIC SERVICES & SECURITY 2601 Vista Parkway, West Palm Beach, FL. Hours are 8:00 am to 5:00 pm Monday through Friday, excluding County holidays Business Hours Contact Phone (561) 233-0830 After Hours/Emergency Contact Phone (561) 712-6428

RADIO F	REPAIR & MAINTEN.	ANCE COSTS
	Regular	Emergency/Overtime
Shoy Labor	\$65.00 per hour, per person	\$97.50 per hour, per person
Contract Labor	\$135.00 per hour, per person	\$202.50 per hour, per person
Procured Parts and/or Related Components	At County Procurement Cost + 5% Admin Fee	