

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

Meeting Date:	October 22, 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 (R2011-0116) ("Agreement") with the Town of Lake Clarke Shores (Town) to extend the term of the Agreement for radio maintenance services to January 31, 2017.

Summary: The Agreement, which provides the terms and conditions under which the Town receives radio equipment maintenance services from the County, expires on January 31, 2014. The Agreement provides for one (1) renewal option for a period of three (3) years. The Town has approved a renewal to extend the term of the Agreement to January 31, 2017 and 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. Services will be provided on an as-needed basis and billed to the Town. In the event that the County must outsource 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 1st) at the County's sole discretion, but in no event shall the Town'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 renews the term, updates the attachment, provides for disclosure of 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 Town has determined that is beneficial to the Town 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 Town is interoperable with the County's system through a direct access agreement. In lieu of outsourcing its maintenance needs to a private firm, the Town 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:	Annun WOUF	9/20/13	
	Department Director	Date	
Approved By:	abr	9(30/13	
	County Administrator	Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures					
Operating Costs					
External Revenues					·····
In-Kind Match (County					······································
NET FISCAL IMPACT	0*	0	0	0	
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Curren	nt Budget:	Yes	No		
Budget Account No: Fund	l Dej	pt Ur	uit Ob	ject 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 Town for reimbursement.

C. Departmental Fiscal Review: _____

III. <u>REVIEW COMMENTS</u>

A. OFMB Fiscal/and/or Contract Development Comments:

9/27/2013 OFMB

113 Contract Development and Contro 9-27-13 Bill Juli Bit

Aegal Sufficiency: В. sistant County

C. Other Department Review:

Department Director

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to Interlocal Agreement R2011-0116 (the "Agreement"), dated February 1, 2011, is made and entered into on _______, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County"), and the TOWN OF LAKE CLARKE SHORES, 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 January 31, 2014 and shall be extended until January 31, 2017, or until the termination of Agreement R2013-0756, 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 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 17 is hereby added to the Agreement as follows:

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.

4. 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 Town.

5. 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 Town 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

By: _

Steven L Abrams, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

B ounty Attorney

CONDITIONS:

APPROVED AS TO TERMS AND

1 min By: Audrey Wolf, Director Facilities Development & Operations

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ATTEST/WITNESS

+ tinker ma By: Town Clerk Signature

Mary Tinkerman By: Town Clerk Printed Name

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

Town Attorney

TOWN OF LAKE CLARKE SHORES

By: Signature of Mayor

Valentis Rod ngree Jr Mayor Printed Name

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

Regular	Emergency/Overtime
\$65.00 per hour, per person	\$97.50 per hour, per person
\$135.00 per hour, per person	\$202.50 per hour, per person
At County Procurement Cost + 5% Admin Fee	
	\$65.00 per hour, per person \$135.00 per hour, per person