

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

Meeting Date: July 1, 2014 Consent Regular
 Ordinance Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

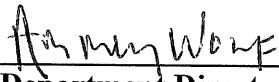


Motion and Title: Staff recommends motion to approve: a First Amendment to Interlocal Agreement (R2011-0736) ("Agreement") with the Village of Palm Springs ("Village") to extend the term of the Agreement for radio maintenance services to May 17, 2017.

Summary: The Agreement, which provides the terms and conditions under which the Village receives radio equipment maintenance services from the County, expired on May 17, 2014. The Agreement provides for one (1) renewal option for a period of three (3) years. The Village has approved a renewal to retroactively extend the term of the Agreement to May 17, 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 Village. 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 1st) at the County's sole discretion, but in no event shall the Village'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 County Resolution 92-13 prohibiting discrimination, and provides for the exclusion of third party beneficiaries. Other than the changes set forth herein, all other terms remain the same. (ESS) Countywide (JM)

Background and Justification: The Village has determined that is beneficial to the Village 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 Village is interoperable with the County's system through a talk group agreement. In lieu of outsourcing its maintenance needs to a private firm, the Village 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:	<u></u> Department Director	<u>5/21/14</u> Date	<u></u>
Approved By:	<u></u> County Administrator	<u>6/10/14</u> 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	(\$2,000.00)	(\$2,000.00)	(\$2,000.00)	(\$2,000.00)	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$2,000.00)	(\$2,000.00)	(\$2,000.00)	(\$2,000.00)	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes No _____

Budget Account No:

Fund 0001 Dept 410 Unit 4150 Revenue Source 4901
 Fund _____ Dept _____ Unit _____ Revenue Source _____

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

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

C. Departmental Fiscal Review: *[Signature]* 5/27/14

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature]
 OFMB *5/10/14*

[Signature] 6/16/14
 Contract Development and Control

B. Legal Sufficiency:
[Signature] 6/10/14
 Assistant County Attorney

C. Other Department Review:

 Department Director

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to Interlocal Agreement R2011-0736 (the "Agreement"), dated May 17, 2011, is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and the Village of Palm Springs, a municipal corporation of the State of Florida ("Participant" or "Village").

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

1. The term of the Agreement expired on May 17, 2014, and shall be retroactively extended to the earlier of May 17, 2017, or until the termination of Agreement R2003-1206, as amended by R2008-2061 and R2013-1011.
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 4.02 is hereby deleted in its entirety.
4. 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.

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 Participant.

6. The Agreement is hereby modified to add the following:

SECTION 19: NONDISCRIMINATION

Agency assures and certifies that it shall comply with Title VII of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, gender identity or expression, or genetic information.

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 Participant and the County.

(The remainder of this page is 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: _____
Priscilla A. Taylor, Mayor

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

**APPROVED AS TO TERMS AND
CONDITIONS:**

By: *James C. Utter Jr.*
County Attorney

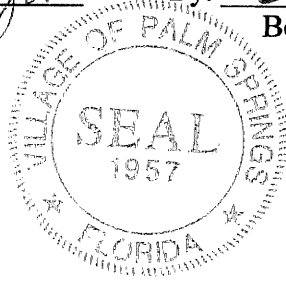
By: *Audrey Wolf* *102*
Audrey Wolf, Director
Facilities Development & Operations

ATTEST

VILLAGE OF PALM SPRINGS

By: *Jane R. Worth for*
Virginia Walton, CMC
Village Clerk

By: *Bev Smith* *For*
Bev Smith, Mayor



**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: *[Signature]*
Village Attorney

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 REPAIR & MAINTENANCE COSTS		
	Regular	Emergency/Overtime
Shop 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	