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

<b>Meeting Date:</b>	July 21, 2015	[X] Consent	[ ] Regular
_		[ ] Ordinance	[ ] Public Hearing
Department:	Facilities Development & Oper	ations	,
	I. EXECUTI	E BRIEF	
(R2013-0141) ("Agr	Staff recommends motion to appearent") with the City of Riviera Bervices to May 20, 2018.	erove: a First Amend ach ("City") to extend	lment to Interlocal Agreement I the term of the Agreement for
equipment maintenar one (1) renewal option the Agreement to Ma 0611), and the rene maintenance rates are an as-needed basis a labor rate is provid notification by June the City's fee sched terminated by either Amendment renews standard County nor	greement, which provides the terms acce services from the County, expires on for a period of three (3) years. To ay 20, 2018 to coincide with the expire eval now requires Board approval. The econsistent with those being charged and billed to the City. In the event the ed to cover the cost of the contral (effective the following October 1st dule exceed the fee schedule applied party, with or without cause, with the term, replaces the attachment, adiscrimination and third party beneficially being semain the same. (ESS) Countywing	on September 10, 201 he City has approved ration of the City's Dir The terms of the Age to County Department hat the County must be tabor. The rates in at the County's sole to County department a minimum of three updates the asset and ficiary provisions. O	5. The Agreement provides for a renewal to extend the term of rect Access Agreement (R2013-greement are standard and the ts. Services will be provided on out-source the labor, a separate hay be adjusted annually with discretion, but in no event shall ents. The Agreement may be a (3) months notice. This First and notice provisions, and adds
Facilities Developme maintenance services Safety Radio System chosen FDO/ESS fo	ent & Operations/Electronic Services for its public safety radio assets. In since 2004. In lieu of outsourcing r those services. No additional perwing approval of this amendment, the	s & Security Division The City is interoper its maintenance needs connel will be require	n (FDO/ESS) to provide radio rable with the County's Public s to a private firm, the City has ed within FDO/ESS to perform
Attachments:			
First Amendment			
Recommended By:	An my Way	r	Date De
Approved By:	County Administra	tor	<u>(6-30-15</u> Date

## II. FISCAL IMPACT ANALYSIS

A.	Five Year Summary	of Fiscal Impac	t:			
Fisca	al Years	2015	2016	2017	2018	2019
Can	ital Expenditures				:	
_	rating Costs	2,623.	32,266	33,072	22,599	
_	ernal Revenues	(2,623)	(32,266)	(33,072)	(22,599)	
Prog	gram Income					
_	inty)			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
In-K	Kind Match (County		,			
NET	FISCAL IMPACT	0	0.	0 ′.	0.	
POS	ODITIONAL FTE SITIONS mulative)				:	
Is I	tem Included in Cur	anal Propased rrent Budget:	Yes <u>X</u>	No		
Buo Fur	dget Account No:	410 Unit	4150 Re	venue Source	4901	
-	tch console costs are co \$31,478.69) was prorat			•		
on if additi	lition, the City will be it and when these service onal cost to the County	to provide these	y the City, th	ne fiscal impact	of revenue can	
C.	Departmental Fiscal	Review:				
		III. <u>I</u>	REVIEW CO	<u>MMENTS</u>		
A.	OFMB Fiscal and/or	r Contract Devel	lopment Com	ments:	-	
-	Shery 6 OFMB 10 A 6/24 6/25	<u>m</u>	Contrac 6-26	et Development a	aloun 6/	26/15
В.	Legal Sufficiency:  Assistant County Att	6/30/	15			
C.	Other Department F	Review:				
	Department Director					 

#### **SECTION 13: NOTICES**

Any notice given pursuant to the terms of this Agreement shall be in writing and done by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

## As to the County:

Director, Facilities Development & Operations 2633 Vista Parkway West Palm Beach, FL 33411-5603

#### With a copy to:

Radio System Manager 2633 Vista Parkway
West Palm Beach, FL 33411-5610

County Attorney's Office 301 North Olive Avenue West Palm Beach, FL 33401

## As to the City:

City Manager City of Riviera Beach 600 W. Blue Heron Blvd. Riviera Beach, FL 33404

Police Chief City of Riviera Beach 600 W. Blue Heron Blvd. Riviera Beach, FL 33404

## 7. The Agreement is hereby modified to add the following:

## SECTION 18: NO THIRD PARTY BENEFICIARY

No provision of this Agreement 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 Agreement, including, but not limited to, any citizen or employees of the County and/or the City.

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

#### **SECTION 19: NONDISCRIMINATION**

Pursuant to Resolution R-2014-1421, as amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

The City has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the City does not have a written non-discrimination policy, or one that conforms to the County's policy, it has affirmed through a signed statement provided to County that City will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

9. 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 City and the County.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

ATTEST: SHARON R. BOCK PALM BEACH COUNTY, a political **CLERK & COMPTROLLER** subdivision of the State of Florida By: By: Deputy Clerk Shelley Vana, Mayor APPROVED AS TO FORM AND APPROVED AS TO TERMS AND **LEGAL SUFFICIENCY: CONDITIONS:** County Attorney Audrey Wolf, Director Facilities Development & Operations CITY OF RIVIERA BEACH, a municipal ATTEST: corporation of the State of Florida Claudene L. Anthony Thomas Masters, Mayor Certified Municipal Clerk City Clerk APPROVED AS TO FORM

IN WITNESS WHEREOF, the parties have caused this First Amendment to be

executed as of the day and year first above written.

AND LEGAL SUFFICIENCY

Pamala H. Ryan, B.C.\$., City Attorney

### Attachment I

# PALM BEACH COUNTY ELECTRONIC SERVICES & SECURITY

2633 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

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	Regular	Emergency/Overtime			
Shop Labor	\$65.00 per hour,	\$97.50 per hour,	i .		
	per person	per person			
			į		
Contract Labor	\$135.00 per hour,	\$202.50 per hour,			
	per person	per person			
Procured Parts and/or	At County Procurement Cost + 5% Admin Fee				
Related Components	The County 1100archi	on cost : 370 Humm 1 cc			
2.0					
<b>Maintenance Costs for</b>	January 1, 2015 – September 30, 2016: \$ 32,265.66				
Radio or Radio					
Consoles and CEB	October 1, 2017 – Expiration of Contract: To be determined based on				
Equipment	County's Master Service Agreement and to be provided under separate cover.				