PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	August 15, 2017	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department:	Facilities Development &	2 Operations	
	I EVE		
	I. EAL	CUTIVE BRIEF	
1920) ("Agreement	Staff recommends motion to a ") with the Town of South Pal ervices through October 4, 202	m Beach ("Town") to exte	nt to Interlocal Agreement (R2014- end the term of the Agreement for
equipment maintena (1) renewal option to Agreement to Octobe standard and the mabe provided on an assa separate labor rate notification by June the Town's fee schement renews and corrective repair other terms remain to the Town's remain to the Town's remain to the Town's remain to the Town's fee schement renews and corrective repair other terms remain to the Town's remain to the Town'	for a period of four (4) years. For a period of the following of the following of the feet	expires on October 4, 2017 The Town has approved a ow requires Board approva ith those being charged to 6 Town. In the event that the of the contract labor. The ra ober 1 st) at the County's so e applied to County depar e, with a minimum of the n regarding the address for ondiscrimination. Other th LDC) ermined that is beneficial the Services & Security Divisions. The Town is interoperate that maintenance needs to a pel will be required within F	er which the Town receives radio in the Agreement provides for one renewal to extend the term of the last the terms of the Agreement are County Departments. Services will be County must out-source the labor, attes may be adjusted annually with the discretion, but in no event shall the threat. The Agreement may be tree (3) months notice. This First the maintenance facility, warranty and the changes set forth herein, all to the Town to utilize the County's sion (FDO/ESS) to provide radio to the Town to utilize the County's private firm, the Town has chosen DO/ESS to perform these services.
Attachments:			
First Amendment			
Recommended By:	Department 1	Worf Director	7/13/17 Date
Approved By:	1 POR	Ealer	7/28/17
	County Admi	inistrator	Date / /

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact: Fiscal Years 2018

Fiscal Years	2018	2019	2020	2021	2022.
Capital Expenditures Operating Costs External Revenues Program Income (County)	1,000.00 (1,000.00)	1,000.00 (1,000.00)	1,000.00	1,000.00 (1,000.00)	
In-Kind Match (County NET FISCAL IMPACT # ADDITIONAL FTE	0.00	0.00	0.00	0.00	
POSITIONS (Cumulative) Is Item Included in	Proposed Budget:	Yes <u>X</u>			
Budget Account No: Fund 0001 Dept Fund 0001 Dept	410	4150 Reve 4150 Obje	enue Source _ ct _	4901 4620	

Recommended Sources of Funds/Summar	y of Fiscal Impact
	Recommended Sources of Funds/Summar

Service	es will be provided on an "as needed" basis and will be billed to the Town for reimbursement.
C.	Departmental Fiscal Review: 7/21/17

A.	OFMB Fiscal and/or Contract Develor	oment Comments:
	Macha C-1/25/17	Just Me Jor deun Jacobaret Z
	OFMB 91114 # 1/25	Contract Development and Control
В.	Legal Sufficiency.	

B. Legal Sufficiency.

Assistant County Attorney

Department Director

Other Department Review:

C.

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to Agreement R2014-1920 dated December 16, 2014, referred to herein as the "Agreement", is made as of ________, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County") and Town of South Palm Beach, a municipal corporation of the State of Florida ("Participant").

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

- 1. The term of the Agreement expires on October 4, 2017, and shall be extended through October 4, 2021 pursuant to the exercise of the four (4) year renewal option.
- 2. Section 2 of the Agreement is deleted in its entirety and replaced with the following:

The County operates a radio maintenance & repair facility. The facility is located at 2633 Vista Parkway, West Palm Beach, FL 33411-5610. The facility is staffed and operated 8:00 am to 5:00 pm for all repairs and administrative support, Monday through Friday, excluding County holidays. Upon execution of this Agreement, the County will provide the Participant with emergency numbers whereby County personnel can respond to emergencies.

3. Section 3.02 of the Agreement is deleted in its entirety and replaced with the following:

Commercial repairs will be billed according to Attachment 1 to this Agreement. Any commercial repair to be completed by a vendor outside of the Palm Beach County area and other than the original equipment manufacturer will require the authorization of the Participant prior to commencement of the work.

- 4. The Agreement is hereby modified to add the following:
 - 3.05 The Participant may request in writing that their radio communication console be included in the County's 800 MHz Master Service Agreement. Upon approval of the costs by the Participant, the County will include, in its Master Service Agreement, the Participant's radio console and associated console interface and RF equipment. Reimbursement by the Participant will be billed for the actual costs as a separate line item on the System Access Charges that are billed by the County in November of each year.
- 5. Section 20 of the Agreement is deleted in its entirety and replaced with the following:

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 Participant 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 Participant does not have a written non-discrimination policy, it has affirmed through a signed statement provided to County that Participant will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

6. Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY 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 PALM BEACH COUNTY, a political subdivision of the State of Florida **CLERK & COMPTROLLER** By: By: Paulette Burdick, Mayor

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

Deputy Clerk

ATTEST:

Maylee De Jesus, CMC, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND **CONDITIONS:**

Facilities Development & Operations

TOWN OF SOUTH PALM BEACH, a municipal corporation of the State of Florida

Bernice (Bonnie) Fischer, Mayor

