

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date:	September 12, 2017	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Facilities Development & Operations		


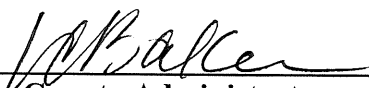
I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: a Second Amendment to Interlocal Agreement (R2014-0594) (“Agreement”) with the Town of Ocean Ridge (“Town”) to extend the term of the Agreement for radio maintenance services through October 31, 2021.

**Summary:** The Agreement, which provides the terms and conditions under which the Town receives radio equipment maintenance services from the County, expires on October 31, 2017. The Agreement provides for one (1) renewal option for a period of four (4) years. The Town has approved a renewal to extend the term of the Agreement to October 31, 2021, 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 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 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 provision regarding the County’s standard nondiscrimination. Other than the changes set forth herein, all other terms remain the same. **(ESS) Countywide (LDC)**

**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 County has been providing radio maintenance services to the Town since 2008. 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:**  
  
Second Amendment

Recommended By:		9/15/17
	Department Director	Date
Approved By:		8/31/17
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs	1,000	1,000	1,000	1,000	
External Revenues	(1,000)	(1,000)	(1,000)	(1,000)	
Program Income					
(County)					
In-Kind Match (County)					
NET FISCAL IMPACT	0	0	0	0	
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes X No and Proposed

Budget Account No: Fund 0001 Dept 410 Unit 4150 Revenue Source 4901

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

Services will be provided on an “as needed” basis and will be billed to the Town for reimbursement.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB 8/23/17 8/22 Contract Development and Control 8/30/17

B. Legal Sufficiency:

8/31/17  
Assistant County Attorney

C. Other Department Review:

Department Director

## SECOND AMENDMENT TO AGREEMENT

**THIS SECOND AMENDMENT** to Interlocal Agreement R2014-0594 dated May 6, 2014 and as amended by the First Amendment dated October 17, 2014, collectively 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 Ocean Ridge, 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 is expiring on October 31, 2017, and shall be extended through October 31, 2021, pursuant to the exercise of the four (4) year renewal option.
2. Section 19 of the Agreement is deleted in its entirety and replaced with the following:

### SECTION 19: NON-DISCRIMINATION

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.

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

(Remainder of the page intentionally left blank.)

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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

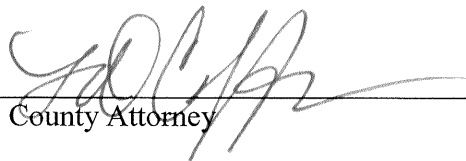
PALM BEACH COUNTY, a political  
subdivision of the State of Florida

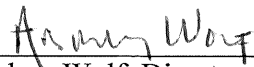

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Paulette Burdick, Mayor

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

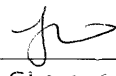
APPROVED AS TO TERMS AND  
CONDITIONS:

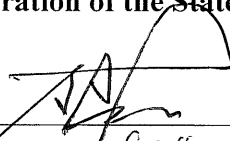
By:  \_\_\_\_\_  
County Attorney

By:  \_\_\_\_\_  
 Audrey Wolf, Director  
Facilities Development & Operations

ATTEST:

TOWN OF OCEAN RIDGE, a municipal  
corporation of the State of Florida

By:  \_\_\_\_\_  
Tracey L. Stevens, Town Clerk

By:  \_\_\_\_\_  
Geoffrey A. Pugh, Mayor