

3H-14

Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: October 16, 2007 [X] Consent [] Regular
[] Ordinance [] Public Hearing
Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An Interlocal Agreement with the City of Riviera Beach for the City's use of the County's microwave system to transport signals to and from the City's tower site to the County's tower site.

SUMMARY: This Interlocal Agreement provides the terms and conditions under which the City can use the County's microwave system to transport signals to and from the City's tower site to the County's tower site. The City shall pay its fair share of the operation and maintenance costs associated with the microwave system on a pro rata basis. The costs for each fiscal year shall be provided by the County by March 1st annually. The initial term of this Agreement is five (5) years with four (4) - five (5) year renewals. The Agreement may be terminated by either party, with or without cause, upon one (1) year notice. In the event of termination by the City, the City shall convey title to the City's microwave equipment to the County for the depreciated value of the equipment at the time of conveyance, and lease the County space for the equipment on the City's tower site for at least fifteen (15) years at the cost of \$1 per year. (FDO/ESS) District 7 (JM)

Background & Justification: The County operates an 800 MHz trunked radio system and digital microwave communications system connected by County tower sites. The microwave systems's path between two County towers was interrupted by the construction of a building in the pathway. The County managed to maintain microwave coverage in the City through the use of leased commercial T1 lines, at the sole cost the County until a permanent and redundant path could be restored. In lieu of the placement of a repeater at the building which interrupted the path, the City suggested the establishment of a City tower site within the municipal limits of the City which would allow the City's microwave equipment to connect to the County's radio system. The County is willing to permanently alter the County's radio system in order to accommodate the City's tower site as part of the County's microwave system as long as the County can maintain its microwave path through the City's tower site even if the City is no longer participating on the County's radio system.

Attachments:

Interlocal Agreement

Recommended by: Anthony Wolf 9/21/07
Department Director Date

Approved by: [Signature] 10/4/07
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u><2,367.88></u>	<u><2,367.88></u>	<u><2,367.88></u>	<u><2,367.88></u>	<u><2,367.88></u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u><2,367.88></u>	<u><2,367.88></u>	<u><2,367.88></u>	<u><2,367.88></u>	<u><2,367.88></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Is Item Included in Current Budget? Yes No
 Budget Account No: Fund 3801 Department 411 Unit B209 Object 4199
 Reporting Category _____ RSRC

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

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS:

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

[Signature] 10-1-07
 OFMB CN 9/27/11

[Signature] 10/2/07
 Contract Dev. and Control 6/2/07 10/2/07

B. Legal Sufficiency:

[Signature] 10/3/07
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County") and the CITY OF RIVIERA BEACH, FLORIDA, a municipal corporation of the State of Florida ("City").

WITNESSETH

In consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

SECTION 1: PURPOSE

The County operates an 800 MHz Trunked Radio System and digital microwave communications system connected by County tower sites ("County Towers"). The microwave system's path between two County Towers was interrupted by the construction of a building in the pathway. The County managed to maintain microwave coverage in the City, despite the construction of the building, through the use of leased commercial T1 lines, at the sole cost of the County until a permanent and redundant path could be restored. In lieu of the placement of a repeater at the building which interrupted the path, the City suggested the establishment of a City tower site ("City Tower") within the municipal limits of the City in order to allow the City's microwave equipment to connect to the County's Radio System. As the establishment of a City Tower is a benefit to the City for non-microwave system related reasons, the County is willing to permanently alter the County's Radio System in order to accommodate the City Tower as part of the County's microwave system as long as provisions are made to allow for the continuity of the County's microwave path in the event that the City is no longer participating on the County system. The purpose of this Agreement is to set forth the County and City's fiscal responsibilities with respect to the City's use of the County's microwave system to transport signals to and from the City Tower to the County Tower.

SECTION 2: RESPONSIBILITIES

2.01 The City will be responsible for the purchase, installation, ownership, physical maintenance and operation of the microwave equipment at the City Tower.

2.02 The City shall pay its fair share of the operation and maintenance costs associated with the Microwave System between the City Tower and the County's Tower, on a pro rata basis. The operations and maintenance costs to be included are: system administration costs (which includes personnel costs), utilities, equipment, software, and component renewal and replacement costs, and microwave equipment maintenance costs (which may be out-sourced or performed by the County.)

2.03 The costs for the future fiscal year (October 1 – September 30) will be provided

by the County to the City by the County Administrator, or his designee, no later than March 1st of each year for the following fiscal year beginning October 1st. The costs shall be calculated by determining (1) the total radio system maintenance and the administrative costs and (2) the percentage of the total costs attributable to the microwave system. In determining the costs, the County shall use the following assumptions:

- (1) The estimated annual total system maintenance and administration costs are \$1,000,000.
- (2) Microwave system maintenance constitutes 14.37% of the total system maintenance costs.
- (3) The City uses terminations at two (2) of the thirteen (13) tower sites.
- (4) The City uses three (3) T1s in capacity of the total twenty-eight (28) T1s.

The total cost calculation shall then be: $\$1,000,000 \times .1437 \times 2/13 \times 3/28 = \$ 2,367.88$ annually.

2.04 The City shall pay the County the amount due for the current fiscal year, in full, no later than February 1st. Payment shall be made to the Board of County Commissioners, 3200 Belvedere Road, Building 1169, Attn: Fiscal Manager, West Palm Beach, FL 33406.

2.05 If the City discontinues use of its microwave system or discontinues operating microwave equipment at the City Tower, the County shall have no obligation to provide a microwave system for the City's use.

2.06 The County will be responsible for the purchase, installation, ownership, physical maintenance and operation of the microwave equipment at the County's Towers.

SECTION 3: LIABILITY

City shall indemnify and hold County harmless from and against any and all claims, actions, damages, liability and expense in connection with: (i) loss of life, personal injury and/or damage to or destruction of property arising from or out of any use or lack thereof, of the County's System; (ii) use by City, or (iii) any act or omission of City, its agents, contractors, employees or invitees. In case County shall be made a party to any litigation commenced against the City or by City against any third party, then City shall protect and hold harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof.

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, errors or omissions of the other party. Nothing herein shall be construed as a waiver of sovereign immunity by either party pursuant to Section 768.28, Florida Statutes.

SECTION 4: TERM OF AGREEMENT

The initial term of this Agreement is five (5) years from the date of execution. This Agreement may be renewed, at the County's option, for four (4) five (5) year terms thereafter. At least eight months prior to the expiration of this Agreement's term, the City shall provide the County with a request to renew this Agreement. If agreed upon by the parties, the County shall process an Amendment to this Agreement which shall be executed by both the City and the County.

SECTION 5: AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended from time to time via written amendment executed by both the County and the City.

SECTION 6: TERMINATION

This Agreement may be terminated by either party without cause upon one (1) year notice to the other party. In the event the Agreement is terminated by the City, the City shall, prior to termination, convey title to the City's microwave equipment to the County and lease the County space for the equipment on the City's Tower. The City shall convey the City's microwave equipment for the depreciated value of the equipment at the time of the conveyance. The City shall lease space on the City's Tower to the County for at least fifteen (15) years at the cost of \$1 per year.

SECTION 7: ANNUAL BUDGET APPROPRIATIONS

The County's and City's performance and obligation to pay pursuant to this Agreement are contingent upon annual appropriation for its purpose by the Board of County Commissioners and the City Council.

SECTION 8: 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
3200 Belvedere Road, Building 1169
West Palm Beach, FL 33406

With a copy to:

800 MHz System Administrator
3323 Belvedere Road, Building 505

West Palm Beach, FL 33406

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

SECTION 9: APPLICABLE LAW/VENUE

This Agreement shall be governed by the laws of the State of Florida and venue shall be in a state court of competent jurisdiction located in Palm Beach County, Florida.

SECTION 10: FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

SECTION 11: DELEGATION OF FILING

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of County or City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

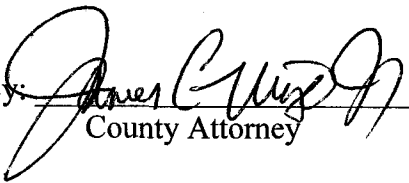
ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS


By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

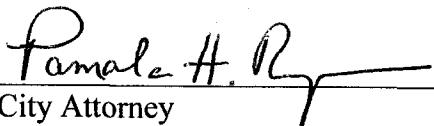
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
County Attorney

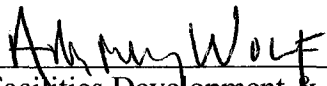
ATTEST:
CITY CLERK:

By: 
CARRIE E. WARD, MMC
CITY CLERK

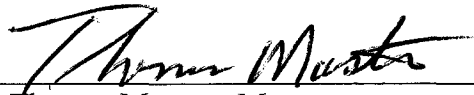
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: 
City Attorney

APPROVED AS TO TERM
AND CONDITIONS

By: 
Dir., Facilities Development & Operations

CITY OF RIVIERA BEACH, FLORIDA


Thomas Masters, Mayor