

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: August 17, 2010 [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 Port of Palm Beach District (Port) for the provision of radio maintenance services.

Summary: This Agreement provides for the provision of radio equipment maintenance services to the Port, by FDO/Electronic Services and Security. The services are to be charged on an hourly basis at a cost of \$65/hr/person and \$97.50/hr/person for overtime work. In the event that the County must out-source the labor, a separate labor rate is provided. The rates may be adjusted annually with notification by June 1 (effective that following October 1) at the County's sole discretion, but in no event shall the Port's fee schedule exceed the fee schedule applied to County departments. The term of the agreement is for three (3) years with one (1) - three (3) year renewal. The Agreement may be terminated by either party, with or without cause with a minimum of three (3) months notice. (ESS) Countywide (JM)

Background and Justification: The Port has determined that is beneficial to the Port to utilize the County's Facilities Development & Operations/Electronic Services & Security Division to provide radio maintenance services for its law enforcement radio assets. The Port is interoperable with the County's system through a temporary direct access agreement. In lieu of outsourcing its maintenance needs to a private firm, the Port has chosen FDO/ESS for those services. No additional personnel will be required within FDO/ESS to perform these services.

Attachments:
Interlocal Agreement

Recommended By: Army Wolf 7/10/10
Department Director Date

Approved By: [Signature] 7/29/10
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures					
Operating Costs	\$200	\$1000	\$1000	\$800	
External Revenues	(\$200)	(\$1000)	(\$1000)	(\$800)	
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>0</u> <i># See below</i>	<u>0</u>	<u>0</u>	<u>0</u>	
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes _____ No XX

Budget Account No: Fund 0001 Dept 410 Unit 4150 Object 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 Port for reimbursement.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

For FY2010 it is estimated to be 3 hours of labor.

[Signature]
OFMB

*dl 7/28/10
7/28/10*

[Signature] 7/29/10
Contract Development and Control

B. Legal Sufficiency:

[Signature] 7/29/10
Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

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 Port of Palm Beach District, a special independent taxing district and political subdivision of the State of Florida ("Port").

WITNESSETH

WHEREAS, the County and the Port are continually identifying more effective service delivery methods which result in overall savings to the taxpayers of the County and the Port; and

WHEREAS, the County and the Port have determined it to be beneficial to both parties for the Port to purchase radio repair services from the County; and

WHEREAS, the County and the Port have the ability to lawfully enter into this agreement;

NOW THEREFORE, in conjunction of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

SECTION 1: PURPOSE

The purpose of this Agreement is to provide the terms and conditions by which the County will provide comprehensive Radio Repair Services to the Port and the schedule and method of payment to the County for such services. Radio repair services generally include; 1) warranty and maintenance and corrective maintenance services on radio equipment, and 2) programming of radio communication equipment, and 3) installation of radio equipment to vehicles owned and operated by the Port.

SECTION 2: RADIO MANAGEMENT FACILITY

The County operates a radio maintenance & repair facility. The facility is located at 2601 Vista Parkway, West Palm Beach, Fl. 33411. The facility is staffed and operated 8:00am to 5:00pm for all repairs and administrative support, Monday through Friday, excluding County holidays. Upon execution of this Agreement, the County will provide the Port with emergency numbers whereby County personnel can respond to emergencies.

SECTION 3: WARRANTY AND CORRECTIVE REPAIRS

3.01 Corrective repairs will be billed according to the fee schedule identified in Attachment 1 to this Agreement.

3.02 Commercial repairs will be billed according to Attachment 1. 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 Port prior to commencement of the work.

3.03 The Port is to provide the County with a list of person/positions which are authorized to request emergency services. No emergency work will be undertaken by the County unless approved by a person/position contained on the list. Fees for emergency repair services are identified in Attachment 1.

3.04 The Port may request services be expedited by requesting that certain work be performed on an overtime basis. Such work can be requested only by authorized Port positions pursuant to Section 3.03 and will be performed according to the fee schedule for emergency services.

SECTION 4: BILLING SCHEDULE

4.01 The County will prepare and transmit a quarterly invoice to the Port itemizing the costs. The Port will immediately review the invoice and report any discrepancies to the County within 10 days of receipt. Payment will be due to the County within 20 days of receipt of the invoice. Payments shall be sent to:

Board of County Commissioners
Special Receivables Section - Finance
P.O. Box 3977
West Palm Beach, FL 33402-3977

4.02 The Port may utilize its \$12.50 account to pay for County services as long as its Radio Interoperability Agreement is in force and there are sufficient funds in the account. In order to use \$12.50 funds to pay the invoice charges, either in part or in full, pursuant to this Agreement, the Port will need make payment by returning a fully executed "Use of \$12.50 Authorization Form" to the following address. If a partial payment is made via the use of \$12.50 funds, both the authorization form and the check shall be sent to the address below.

Board of County Commissioners
FDO Fiscal Section
2633 Vista Parkway
West Palm Beach, FL. 33411

SECTION 5: ANNUAL RATE/BUDGET INFORMATION TO BE PROVIDED BY COUNTY

5.01 The County will update Attachment 1 and transmit same to the Port prior to June 1st of each year for the fiscal year beginning the next October. Such updates are in the County's sole discretion but the County agrees that the Port's fee schedules shall not exceed the fee schedule applied to County departments. These revised Attachments will not only identify the fee schedule for the upcoming year, but also provide budget documentation based on historic usage and the age of the equipment. The updated Attachment will become a part of this Agreement on October 1st each year.

5.02 The County will provide the Port with quarterly detailed summaries of all maintenance charges during the months that maintenance was performed. At any time, the Port may request information which it may require to assist in making fiscal or management decisions.

SECTION 6: ASSET INFORMATION TO BE PROVIDED BY PORT

The Port will provide the County with the information necessary to code all radio and/or communication equipment into the County's automated management system.

SECTION 7: COUNTY IMPLEMENTED QUALIFICATIONS, TRAINING AND SAFETY PROGRAMS

The County represents that all repairs will be performed by technicians holding certifications commonly available in the industry. If additional certification and/or training is required to repair new radio equipment models, the County will provide the technicians with the necessary training at no additional cost to the Port.

SECTION 8: LIABILITY

The Port shall indemnify, defend and save the 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 radio equipment maintained by County; (ii) use by Port, or (iii) any act or omission of Port, its agents, contractors, employees or invitees to the extent permitted by Florida law and subject to the limitations of Section 768.28 F.S. In case the County shall be made a party to any litigation commenced against the Port or by the Port against a third party, then the Port shall protect and hold harmless and pay all costs and attorney's fees incurred by the County in connection with such litigation, and any appeals thereof.

SECTION 9: TERM OF AGREEMENT

The initial term of this Agreement is three (3) years or until the expiration of the Port's direct access, talk group or hub agreement; whichever comes first. This Agreement may be renewed for one (1) three (3) year term thereafter. At least eight months prior to the expiration of this Agreement's term, the Port shall provide the County with a request to renew this Agreement. If agreed upon by the parties, within two months of the receipt of the request, the County shall process an Amendment to this Agreement which shall be executed by both the Port and the County.

SECTION 10: AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended from time to time via written amendment executed by both the County and the Port. Annual updates to the Attachments will not require Board of County Commissioners or Port Council approval, but will be incorporated annually on October 1st upon signature of the Port Manager and the Director of Facilities Development & Operations.

SECTION 11: TERMINATION

This Agreement can be terminated by either party, with or without cause. Any termination shall be with a minimum of three months notice.

SECTION 12: ANNUAL BUDGET APPROPRIATIONS

Pursuant to State law, this Agreement is subject to the annual budget appropriations of the Port and the County.

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

With a copy to:

800 MHz System Administrator
2601 Vista Parkway
West Palm Beach, FL 33411

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

As to the Port:

Chairman, Port of Palm Beach
Port of Palm Beach
1 East 11th Street
Riviera Beach, Fl. 33404

Security Manager, Port of Palm Beach
1 East 11th Street
Riviera Beach, Fl. 33404

SECTION 14: APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida.

SECTION 15: OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049 which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All parties doing business with the County funds shall fully cooperate with the Inspector General including receiving access to records relating to this Agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the Port, its officers, agents, employees, and lobbyists in order to ensure compliance with this Agreement.

SECTION 16: FILING

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

SECTION 17: DELEGATION OF FILING

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

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

ATTEST:

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK,
CLERK & COMPTROLLER

By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: Amrany Wolf
Dir., Facilities Development & Operations

ATTEST

PORT OF PALM BEACH

By: [Signature]
Witness/Clerk, Signature
P.O. # 040031014

By: [Signature]
Chairman

By: [Signature]
Witness/Clerk, Printed Name
Annette Harakas

Date Approved by Port: 5-20-10

**PALM BEACH COUNTY
ELECTRONIC SERVICES & SECURITY
RADIO REPAIR MAINTENANCE AGREEMENT**

ATTACHMENT 1

Non- Emergency Contact Phone # 561-233-0830
Emergency Contact Phone # 561-712-6428

Normal Shop Labor Rates : \$ 65.00 per hour, per man.
Over Time Shop Labor Rates : \$ 97.50 per hour, per man.

Contracted Labor Rates: \$135.00 per hour, per man.
Overtime Contracted Labor Rates: \$202.50 per hour, per man.

Procured Parts and/or Related Components: At County Procurement Cost +5% Administrative Fee