

AGENDA ITEM SUMMARY

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Interlocal Agreement with the Town of Juno Beach (Town) to acquire a portable tower system for \$8,000.

Summary: This Interlocal Agreement is for the County's purchase of a SOLARTECH BSPTT-42-portable tower system, together with its related accessories (Portable Tower). The Town recently discontinued its Public Subscriber wireless network and it is therefore offering the Portable Tower to the County. The County negotiated a purchase price of \$8,000. The Interlocal Agreement provides that: (i) the Town transfer title and deliver possession of the Portable Tower by September 15, 2011; (ii) the County accept the Portable Tower in "as is" condition; and (iii) the County pay for all transfer costs estimated to be less than \$100. The Portable Tower is an asset that can be used by the County for communication connectivity in a variety of circumstances such as: (i) during disaster recovery to provide local communications by either voice or data in a logistical staging area or to a highly impacted area; (ii) to connect a County facility that has lost regular communication services; or (iii) during special events. The County's Information Systems Services, Network Services Division tested or inspected the Portable Tower to confirm that it is in good condition. The Town approved this Interlocal Agreement on July 27, 2011. **(ESS) District 1 (JM)**

Background and Justification: The Town purchased the Portable Tower in 2008 for a purchase price of \$11,783 for use in conjunction with the Town's Public Subscriber wireless network to monitor areas providing an additional level of public safety. In December 2010, the Town Council voted unanimously to discontinue the Public Subscriber wireless network.

Attachments:
Interlocal Agreement

Recommended By: Harvey Wolf 7/10/11
Department Director Date

Approved By: [Signature] 8/8/11
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	\$8,100	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$8,100	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes ☒ No ☐

Budget Account No: Fund 3033 Dept 411 Unit B297 Object 6401

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

- * In addition to the \$8,000 payment to the Town of Juno Beach, the County will be responsible for \$100 in estimated title and tag transfer fees.

C. Departmental Fiscal Review: _____ *7-12-11*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB

Contract Development and Control

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

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

**INTERLOCAL AGREEMENT BETWEEN
PALM BEACH COUNTY AND THE TOWN OF JUNO BEACH**

This Interlocal Agreement (the "Agreement") is made and entered into _____ by and between Palm Beach County, a political subdivision of the State of Florida (the "County") and the Town of Juno Beach, a municipal corporation of the State of Florida, (the "Town"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority that such agencies share in common and that each might exercise separately; and

WHEREAS, the Town owns a SOLARTECH SPTT-4200 portable tower system, together with all of its related accessories, more particularly described as follows: Vehicle Type – Trailer BP-13-1, Serial # PE007081NXT0770, VIN 1T9BP13186M893464 (the "Portable Tower") which the Town has determined is no longer needed for Town purposes; and

WHEREAS, the County has a need for such Portable Tower; and

WHEREAS, the Town desires to sell the Portable Tower and the County desires to purchase the Portable Tower for Eight Thousand Dollars and No/100 Dollars (\$8,000.00) ("Purchase Price").

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the parties hereto hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
2. **Agreement to Sell.** Town hereby agrees to sell and County agrees to purchase Portable Tower in accordance with the terms of this Agreement.
3. **Method of Payment.** On the Closing Date, County shall pay the total amount of the Purchase Price by a Palm Beach County warrant drawn against a public banking institution located in Palm Beach County, Florida.
4. **Representations and Warranties.** The Town represents and warrants to the County that: (i) it holds good and marketable title to the Portable Tower; (ii) it is the sole and lawful owner of the Portable

Tower; and (iii) it has good right, title and authority to sell, convey and transfer the Portable Tower free and clear of all liens, encumbrances and liabilities whatsoever.

5. Condition of Portable Tower. The County acknowledges that it has inspected the Portable Tower and agrees to accept the Portable Tower in its "As Is Condition" and that the Town has not made and is not making any warranties or representations relating to the Portable Tower, except as set forth in Section 4 above.
6. Condition Precedent to Closing. The following are conditions precedent to County's obligation to close upon the purchase of the Portable Tower: (i) Town's representations and warranties set forth in Section 4 of this Agreement shall be true and correct and (ii) there shall have been no change in the condition of the Portable Tower or the status of title to the Portable Tower. The foregoing conditions precedent are for the exclusive benefit of the County and may be unilaterally waived by the County.
7. Closing. This Agreement shall be closed, the title transferred and the bill of sale delivered within 15 days of the Effective Date of this Agreement or at such earlier date as is mutually agreed upon by the parties.

The following are additional details of closing:

- A. Time and Place: The closing shall take place in a location and at a time to be mutually agreed upon by the County and the Town.
 - B. Conveyance: At closing, the Town shall deliver to the County: (i) a fully executed and acknowledged, as required, Bill of Sale which shall be in the form attached hereto as Exhibit "A"; (ii) a valid title, conveying the Portable Tower; and (iii) possession of the Portable Tower.
 - C. Possession: At closing, the Town shall deliver full, complete and exclusive possession of the Portable Tower to the County. The Town shall be responsible for providing transport of the Portable Tower to 2601 Vista Parkway, West Palm Beach, Florida or other location in West Palm Beach as designated by the County.
 - D. Expenses: The County will obtain and pay for all necessary permits, permit application fees, licensees or any title transfer fees required.
 - E. Further Assurances: Town agrees to execute and deliver to the County such further documents or instruments as may be reasonable and necessary to permit performance in accordance with the terms, conditions and covenants hereof.
8. Default. In the event County fails, neglects or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, Town shall have the right to (1) terminate this Agreement by written notice to the County, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement or (2) seek specific performance of the terms of this Agreement. In the event Town elects option number two (2) and Town is unable to obtain

specific performance of this Agreement for any reason, Town shall have the right to terminate this Agreement. In the event Town fails, neglects or refuses to perform any term, covenant or condition of this Agreement for which a specific remedy is not set forth in this Agreement, County shall have the right to (1) terminate this Agreement by written notice to the Town, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement or (2) seek specific performance of the terms of this Agreement. In the event County elects option number two (2) and County is unable to obtain specific performance of this Agreement for any reason, County shall have the right to terminate this Agreement.

9. Enforcement Costs. Any costs or expenses (including reasonable attorney's fees) incurred by the parties associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the party incurring such cost or expense.
10. Notice. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

If to the County at: Palm Beach County
 Facilities Development & Operations Department
 Attn: Director
 2633 Vista Parkway
 West Palm Beach, Florida 33411-5605
 Fax: 561-233-0206

With a copy to: County Attorney's Office
 301 North Olive Avenue, Suite 601
 West Palm Beach, Florida 33401-4791
 Fax: 561-355-4398

If to the Town at: Town of Juno Beach
 Attn: Joseph LoBello, Town Manager
 340 Ocean Drive
 Juno Beach, Florida 33408
 Fax: 561-775-0812

Any party may from time to time change the address at which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

11. Non-Discrimination. The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, or gender identity or expression, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.
12. Governing Law and Venue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.
13. No Recording. Neither this Agreement nor any memorandum or short form hereof, shall be filed in the Public Records of Palm Beach County, Florida, but this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County as required by Chapter 163 of the Florida Statutes.
14. Captions. The captions and section designations appearing in this Agreement are for convenience only, and shall not be considered in interpreting this Agreement.
15. Severability. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.
16. Assignment. Neither County nor Town may assign this Agreement or any interest herein without the prior written consent of the other party, which may be granted or withheld in such party's sole and absolute discretion.
17. Time of Essence. Time is of the essence with respect to each provision of this Agreement which requires that action be taken by either party within a stated time period, or upon a specified date. Any reference to a certain number of days shall be deemed to be calendar days. Any time period provided herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. EST of the next business day.
18. Construction. No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such

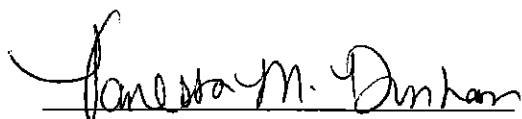
shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

19. Survival. The parties' warranties, agreements, covenants and representations set forth in this Agreement shall not be merged and shall survive consummation of the transaction contemplated by this Agreement.
20. Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.
21. Entire Agreement. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, written or oral, relating to this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon County or Town unless reduced to writing and signed by them.
22. Effective Date. This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

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

Signed, sealed and delivered
in the presence of:

ATTEST:



Vanessa M. Dunham, CMC Town Clerk

TOWN OF JUNO BEACH, a municipal
corporation of the State of Florida

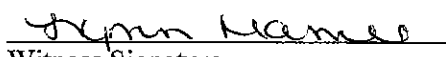
By: 

Morton Levine, Mayor

WITNESSES:


Witness Signature

Stephanie Branscomb
Print Witness Name


Witness Signature

Lynn Hamel
Print Witness Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Town Attorney

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney

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

By: _____
Karen T. Marcus, Chair

APPROVED AS TO TERMS AND
CONDITIONS

By: [Signature]
Department Director

Exhibit "A"

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **Town of Juno Beach**, a municipal corporation of the State of Florida, whose address is 340 Ocean Drive, Juno Beach, FL 33408, party of the first part, for and in consideration of the sum of TEN AND NO/100'S (\$10.00) DOLLARS, in lawful money (and other good and valuable considerations) to it paid by **Palm Beach County**, a political subdivision of the State of Florida, whose address is 301 North Olive Avenue, West Palm Beach, FL 33401, party of the second part, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto the party of the second part, its successors and assigns, all those certain goods described as follows:

SOLARTECH SPTT-4200 portable tower system-, together with all of its related accessories, Vehicle Type – Trailer BP-13-1, Serial # PE007081NXT0770, VIN 1T9BP13186M893464

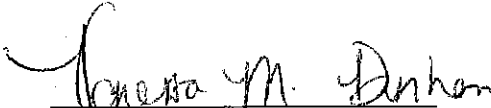
TO HAVE AND TO HOLD the same unto the party of the second part, forever.

And the party of the first part, hereby covenants and warrants to and with the party of the second part, that party of the first part is the lawful owner of the said goods; that said goods are free from all liens and encumbrances; that party of the first part has good right to sell the same as aforesaid; and that party of the first part will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the party of the first part has set its hand and seal this 27th day of July, 2011.

Signed, sealed and delivered
in the presence of:

ATTEST:


Vanessa Dunham, CMC, Town Clerk

TOWN OF JUNO BEACH, a Florida
municipal corporation

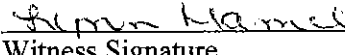
By: 

Morton Levine, Mayor

WITNESSES:


Witness Signature

Stephanie Brunscomb
Print Witness Name


Witness Signature

Lynn Hamel
Print Witness Name

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 

Leonard G. Rubin, Town Attorney

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 28th day of July, 2011, by Matthew, on behalf of the Town of Juno Beach. He/She is personally known to me or has produced _____ as identification and did not take an oath.



Krista L. Cromwell
Notary Public, State of Florida
Print Name: Krista Cromwell
My commission expires: Mar 25, 2014