

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: February 5, 2013 [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 (City) for the provision of radio maintenance services.

Summary: This Agreement provides for the provision of radio equipment (subscriber units and dispatch consoles) maintenance services to the City by Facilities Development & Operations and Electronic Services & Security Division (FDO/ESS). 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 outsource the labor a separate labor rate is provided. The maintenance costs for the radio consoles is provided on a lump sum basis pursuant to the County's agreement with Motorola. The maintenance costs for the radio consoles for the remainder of FY 2013 is \$20,659.95. The FDO/ESS labor rates may be adjusted annually with notification by June 1 annually (effective the following October 1) at the County's sole discretion, but in no event shall the City's fee schedule exceed the fee schedule applied to County departments. The term of the agreement is for a period of 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 ninety days (90) days notice. (ESS) District 7/1 (JM)

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

Attachments:

Interlocal Agreement - Radio and Dispatch Console Maintenance

Recommended By: Annemey Wolf 1/13/13
Department Director Date

Approved By: [Signature] 1/22/13
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures					
Operating Costs	<u>\$20,659.95</u>	<u>\$27,546.64</u>	<u>\$29,000.00</u>	<u>\$29,600.00</u>	<u>\$30,400.00</u>
External Revenues	<u>(\$20,659.95)</u>	<u>(\$27,546.64)</u>	<u>(\$29,000.00)</u>	<u>(\$29,600.00)</u>	<u>(\$30,400.00)</u>
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:	Yes	<u>X</u>	No	_____	_____
Budget Account No:	Fund <u>0001</u>	Dept <u>410</u>	Unit <u>4150</u>	Object <u>4901</u>	
	Program _____	_____			

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

Dispatch console services are contracted with Motorola and the County will invoice the City for the cost. The first year prorated for a 2/5/13 agreement date is \$20,659.95.

In addition, the City will be invoiced for hourly maintenance services and parts provided by the County. Depending on if and when these services are utilized by the City, the fiscal impact of revenue can vary. There is no additional cost to the County to provide these maintenance services.

C. Departmental Fiscal Review: _____ *W 1-15-13*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB *1/18/13*
1/17

Contract Development and Control *1/22/13*

B. Legal Sufficiency:

Assistant County Attorney *1-25-13*

C. Other Department Review:

Department Director

INTERLOCAL AGREEMENT

This Interlocal Agreement ("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

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

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

WHEREAS, the County and the City have the ability to lawfully enter into this Agreement.

NOW THEREFORE, in consideration 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 City, including service for the City's radio consoles as part of the County's Master Service Agreement with Motorola, 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 City.

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 33411-5610. 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 City 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 City prior to commencement of the work.

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

3.05 The City has four (4) radio communication consoles and associated Console Electronics Bank (CEB) equipment that the County has included within the County's Master Service Agreement. As part of the system access charges billed in November of each year, the City will be billed a separate line item for the actual maintenance costs incurred by the County for the addition of the City's equipment to the Master Service Agreement. Any subsequent request from the City to remove their radio consoles and CEB equipment from the County's Master Service Agreement shall not take effect until the end of the current fiscal year, September 30th. If this Agreement has an execution date after November, the first year of billing will take place within 30 days of the execution of the Agreement and will be prorated from the period of time remaining in the fiscal year.

SECTION 4: BILLING SCHEDULE

4.01 The County will prepare and transmit a quarterly invoice to the City itemizing the costs. The City will immediately review the invoice and report any discrepancies to the County within ten (10) days of receipt. Payment will be due to the County within thirty (30) 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 City may utilize its \$12.50 account to pay for County services as long as it maintains its agreement with the County that provides the City with access to the County's Public Safety Radio System, a/k/a 800 MHz Trunked Radio System, 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 City 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 33411-5603

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

5.01 The County will update Attachment 1 and transmit same to the City 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 City's fee schedules shall not exceed the fee schedule applied to County departments. The revised Attachment 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 City with quarterly detailed summaries of all maintenance charges during the months that maintenance was performed. At any time, the City may request information which it may require to assist in making fiscal or management decisions.

SECTION 6: ASSET INFORMATION TO BE PROVIDED BY CITY

The City 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 City.

SECTION 8: LIABILITY

The City 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 City, or (iii) any act or omission of City, 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 City or by the City against a third party, then the City 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, subject to the monetary limitations of Section 768.28 F.S.

SECTION 9: TERM OF AGREEMENT

The initial term of this Agreement shall commence on September 11, 2012, and shall continue for three (3) years or until the expiration of the City's direct access, talk group or hub agreement with the County that provides the City with access to the County's Public Safety Radio System, whichever comes first. This Agreement may be renewed for one (1) additional term of three (3) years and shall continue for a term of three (3) years or until expiration of the City's agreement with the County that provides the City with access to the County's Public Safety Radio System, whichever comes first. At least eight (8) 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, within two (2) months of the receipt of the request, the County shall process an amendment to this Agreement which shall be executed by both the City 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 City. Annual updates to the Attachments will not require Board of County Commissioners or City Council approval, but will be incorporated annually on October 1st upon signature of the City 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 (3) months notice.

SECTION 12: ANNUAL BUDGET APPROPRIATIONS

Pursuant to State law, this Agreement is subject to the annual budget appropriations of the City 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 33411-5603

With a copy to:

Radio System Manager
2601 Vista Parkway
West Palm Beach, FL 33411-5610

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

As to the City:

City Manager
City of Riviera Beach
Riviera Beach, FL 33404

Police Chief
City of Riviera Beach
600 W. Blue Heron Blvd.
Riviera, FL 33404

SECTION 14: APPLICABLE LAW

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

SECTION 15: FILING

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

SECTION 16: DELEGATION OF DUTY

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

**SECTION 17: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL
AUDIT REQUIREMENTS**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

(The remainder of the page is intentionally left blank)

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**

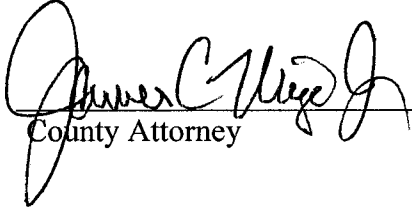
**PALM BEACH COUNTY, a political
subdivision of the State of Florida**

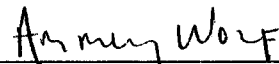
By: _____
Deputy Clerk

By: _____
, Chair

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

**APPROVED AS TO TERMS AND
CONDITIONS:**

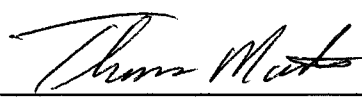
By: 
County Attorney

By: 
Audrey Wolf, Director
Facilities Development & Operation

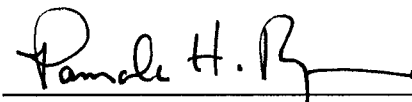
ATTEST:

**CITY OF RIVEIRA BEACH, a municipal
corporation of the State of Florida**

By: 
Carrie E. Ward, City Clerk

By: 
Thomas Masters, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: 
Pamela H. Ryan, City Attorney

**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 Rate: \$65.00 per hour, per person.
Over Time Shop Labor Rate: \$97.50 per hour, per person.

Contracted Labor Rate: \$135.00 per hour, per person.
Overtime Contracted Labor Rate: \$202.50 per hour, per person.

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

Maintenance Costs for Radio Consoles and CEB Equipment:
January 1, 2013 – September 30, 2013: \$20,659.95
October 1, 2013 – Expiration of Contract: To be determined based on County's Master Service Agreement and to be provided under separate cover.