

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: July 1, 2014 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Interlocal Agreement (“Agreement”) with the Town of Palm Beach Shores (“Participant”) for the provision of radio maintenance services.

Summary: The Agreement with the Participant provides for the provision of radio equipment maintenance services to be provided to the Participant by the Facilities Development and 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 future years shall be determined by the County’s agreement with Motorola. The 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 Participant’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) renewal option for a term of four (4) years. The Agreement may be terminated by either party, with or without cause with a minimum of ninety days (90) days notice. (ESS) **District 2 (JM)**

Background and Justification: The Participant has determined that it is beneficial to the Participant to utilize the County’s Facilities Development & Operations/Electronic Services & Security Division to provide radio maintenance services for its radio assets. The Participant is interoperable with the County’s system through a 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 Participant has chosen FDO/ESS to perform these services.

Attachments:

Interlocal Agreement

Recommended By: Armen Wolf 5/24/14 *JM*
Department Director Date

Approved By: [Signature] 6/10/14
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$1,000.00)	(\$1,000.00)	(\$1,000.00)	(\$1,000.00)	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$1,000.00)</u>	<u>(\$1,000.00)</u>	<u>(\$1,000.00)</u>	<u>(\$1,000.00)</u>	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes No

Budget Account No:

Fund 0001 Dept 410 Unit 4150 Revenue Source 4901
 Fund _____ Dept _____ Unit _____ Revenue Source _____

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: _____ *52714*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OK

 OFMB *6/10/14*

_____ *6/16/14*
 Contract Development and Control

B. Legal Sufficiency:

_____ *6/10/14*
 Assistant County Attorney

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 TOWN OF PALM BEACH SHORES, FLORIDA, a municipal corporation of the State of Florida (“Participant”).

W I T N E S S E T H

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

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

WHEREAS, the County and the Participant 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 Participant 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 Participant.

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 Participant 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 which is incorporated herein by reference.

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

3.03 The Participant 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 Participant may request services be expedited by requesting that certain work be performed on an overtime basis. Such work can be requested only by authorized Participant 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 Participant itemizing the costs. The Participant 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

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

5.01 The County will update Attachment 1 and transmit same to the Participant 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 Participant'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 Participant with quarterly detailed summaries of all maintenance charges during the months that maintenance was performed. At any time, the Participant may request information which it may require to assist in making fiscal or management decisions.

SECTION 6: ASSET INFORMATION TO BE PROVIDED BY PARTICIPANT

The Participant 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 Participant.

SECTION 8: LIABILITY

The Participant 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 Participant, or (iii) any act or omission of Participant, 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 Participant or by the Participant against a third party, then the Participant 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 the date the Agreement is executed by the Board of County Commissioners, and shall continue for three (3) years or until the expiration of the Participant's direct access agreement with the County that provides the Participant with access to the County's Public Safety Radio System, whichever comes first. This Agreement may be renewed for one (1) additional term of four (4) years. At least eight (8) months prior to the expiration of this Agreement's term, the Participant 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 Participant and the County. Interlocal Agreement R2008-1652 is terminated effective upon County execution of this Agreement.

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 Participant. Annual updates to the Attachments will not require Board of County Commissioners or Participant Council approval, but will be incorporated annually on October 1st upon signature of the Participant 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 Participant 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 Participant:

Town Manager
Town of Palm Beach Shores
247 Edwards Lane
Palm Beach Shores, FL 33404

Police Captain, Communications
Town of Palm Beach Shores
247 Edwards Lane
Palm Beach Shores, 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 Participant.

**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.

SECTION 18: NO THIRD PARTY BENEFICIARY

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including, but not limited to, any citizen or employees of the County and/or the Participant.

SECTION 19: NONDISCRIMINATION

Agency assures and certifies that it shall comply with Title VII of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, gender identity or expression, or genetic information

(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**

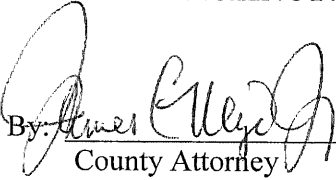
**PALM BEACH COUNTY, a political
subdivision of the State of Florida**

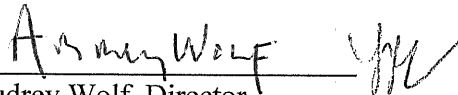
By: _____
Deputy Clerk

By: _____
Priscilla A. Taylor, Mayor

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

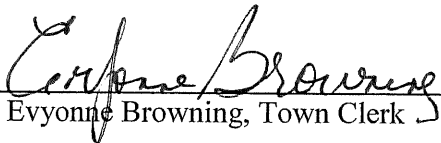
**APPROVED AS TO TERMS AND
CONDITIONS:**

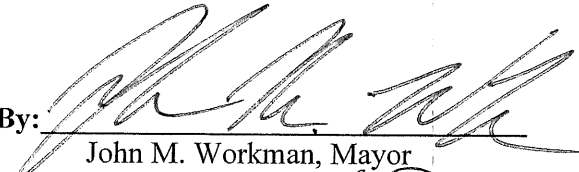
By:  _____
County Attorney

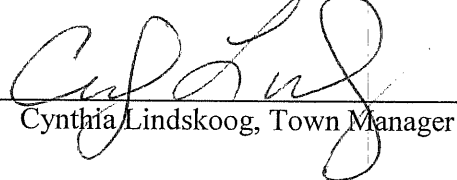
By:  _____
Audrey Wolf, Director
Facilities Development & Operations

ATTEST:

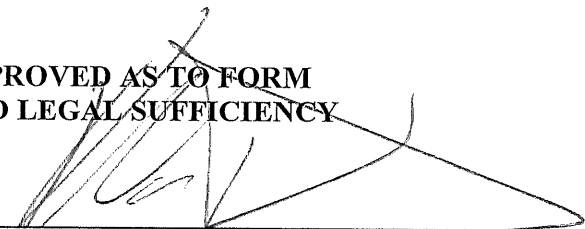
**TOWN OF PALM BEACH SHORES, a
municipal corporation of the State of Florida**

By:  _____
Evyonne Browning, Town Clerk

By:  _____
John M. Workman, Mayor

By:  _____
Cynthia Lindskoog, Town Manager

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By:  _____
Keith Davis, Town Attorney

Attachment I

**PALM BEACH COUNTY
ELECTRONIC SERVICES & SECURITY**

2601 Vista Parkway, West Palm Beach, FL.
Hours are 8:00 am to 5:00 pm
Monday through Friday, excluding County holidays

Business Hours Contact Phone (561) 233-0830
After Hours/Emergency Contact Phone (561) 712-6428

RADIO REPAIR & MAINTENANCE COSTS		
	Regular	Emergency/Overtime
Shop Labor	\$65.00 per hour, per person	\$97.50 per hour, per person
Contract Labor	\$135.00 per hour, per person	\$202.50 per hour, per person
Procured Parts and/or Related Components	At County Procurement Cost + 5% Admin Fee	