

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	✱				
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes No _____

Budget Account No: Fund Dept Unit Object _____
Program _____

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

✱ There is no fiscal impact to this item as each City is paying 100% of the costs unique to their work. The additional project management costs associated with the Capital Improvements Division’s management of the consultant and contractor’s work on behalf of the cities are insignificant and the cost to process invoices would be greater than the cost of the services.

C. Departmental Fiscal Review: _____ *W 3-16-15*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Jephie L
OFMB *50 28 512 3/30 3/30*

Ann J. Jacobson
Contract Development and Control *3/30/15*
3-30-15 B/D Peeler

B. Legal Sufficiency: *James E. Huggins*
Assistant County Attorney *3/31/15*

C. Other Department Review:

Department Director

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

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 Boca Raton ("City"), a municipal corporation existing under the laws of the State of Florida.

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Interlocal Agreements to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the County has initiated a P25 Migration Project pursuant to which the County will replace its existing public safety radio system with one that is APCO P25 compliant; and

WHEREAS, the City has been interoperable with the County's current public safety radio system since 2000 and desires to continue to receive the benefits of interoperability; and

WHEREAS, the City owns a radio system which is connected to the County's public safety radio system through the County's Motorola SmartZone™ Controller; and

WHEREAS, the City wants to replace its City owned system with an APCO P25 compliant system while maintaining its functional relationship to the County's System; and

WHEREAS, the County and City concur that, due to the desire to maintain the functional relationship, it is in both parties' best interests to participate cooperatively in a single procurement process for the replacement of their individual radio systems; and

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

Section 1: Recitals

The foregoing recitals are true and correct and incorporated herein by reference.

Section 2: Purpose

The purpose of this Agreement is to set forth the parameters under which the County will prepare an RFP for the P25 Migration Project which includes the City's Design Criteria Package as an Alternate, which the City may use as the basis for an

agreement between the City and the Contractor for the design and installation of the City's Radio System.

Section 3: Definitions

3.01 Alternate: A portion of the RFP which describes a discrete scope of work for which a response is mandatory, and which work must be performed by the respondent to the RFP, if selected, despite the fact that the respondent will not know whether that discrete scope of work will actually be awarded.

3.02 Board: The Palm Beach County Board of County Commissioners.

3.03 City: City of Boca Raton, a municipal corporation of the State of Florida.

3.04 City Design Criteria Package: The City Design Criteria Package, as developed by the City's consultant in a format acceptable to the County, will specify performance based criteria for the City Radio System which may include material quality standards, conceptual design, budget restrictions, schedule and other requirements to accurately reflect the required project elements such as conducting field surveys, and performing propagation analyses.

3.05 City Project Manager: The Chief of Police, or his designee, is the primary City point of contact for the County Project Manager.

3.06 City Radio System: A City owned and operated P25 compliant public safety radio system.

3.07 City Radio System Election: A written notification which communicates the City's intent to award a contract to the Contractor.

3.08 City Representative: The City Manager or designee who has the authority of the City to obligate the City pursuant to this Agreement, after adhering to City adopted policies and procedures.

3.09 Consultant: RCC Consultants Inc., a professional engineering firm awarded a continuing services agreement by the County.

3.10 Contractor: The properly licensed vendor selected by the County to implement the P25 Migration Project.

3.11 County: Palm Beach County, a political subdivision of the State of Florida.

3.12 County Project Manager: The Capital Improvement Division Director, or his designee, that is responsible for the management of the Consultant contract and the P25 Radio System Contract.

3.13 County Representative: The FDO Director, who is given the authority to obligate the County in accordance with County adopted policies and procedures.

3.14 Electronic Services and Security Division (ESS): The division of FDO responsible for administration and management of the County's Radio Systems.

3.15 Facilities Development & Operations Department (FDO): The County Department responsible for oversight of ESS and the design, construction, management and operation of County electronic systems under the jurisdiction of the Board.

3.16 P25 Migration Project: The replacement of County's existing public safety radio system (in whole or in part) with a system which is compliant with the Association of Public-Safety Communications Officials (APCO) P25 standards which includes fixed transmitting and receiving equipment, a microwave system for communications between sites, remote and prime site control and management equipment, dispatch consoles and related equipment.

3.17 P25 Radio System Contract: A binding agreement between the County and the Contractor which sets forth the requirements for the P25 Migration Project including the cost thereof.

3.18 RFP: County issued request for proposals for a P25 Migration Project which will include the City Design Criteria Package as an Alternate, if timely provided to the County by the City.

Section 4: Design Criteria Phase

4.01 The City shall provide to the County a City Design Criteria Package by March 25, 2015. That City Design Criteria Package has to be in a format consistent with the County's RFP and contain the same level of detail as any other Alternate to the RFP.

Section 5: Request for Proposals (RFP)

5.01 The County shall prepare a RFP for a Contractor which includes as an Alternate, the City's Design Criteria Package, provided that the City Design Criteria Package meets the requirements of Section 4.01. The RFP shall contain language clearly indicating that the City's Design Criteria Package is a mandatory response component, which may or may not be awarded in the City's sole discretion, and that the unit or component prices included in the Alternate shall be identical to those unit or component prices included in the bid for the County's P25 Migration Project, where identical units or components exist. The City may, or may not, elect to award the Alternate, in its sole discretion, and the Contractor, will be bound by its responses to the County portion of the RFP regardless of whether the City chooses to make the award of the Alternate.

5.02 The City shall be invited and encouraged to participate in all aspects of the RFP and the selection of a contractor, but shall not have a representative sit as a voting member of the final selection committee. If the City does not concur with the results of the County's selection of a contractor, the City may terminate this Agreement.

5.03 Despite not having a representative of the City as a voting member of the final selection committee for the contractor, elected officials of the City shall comply with Sec. 2-355, Palm Beach County Code of Ordinances with regard to communication with respondents to the RFP. The County Representative shall provide to the City's elected officials the same notifications with regard to the cone of silence to City elected officials as he/she does to the Board. Employees of the City shall comply with the terms of the RFP with respect to directing communications to and from potential respondents about the RFP.

5.04 After the selection committee's recommendation have been considered by the Board, the Board may direct County Representative to begin negotiations with the Contractor. Within 30 days of the Board's direction to County staff to commence negotiations, the City Representative shall advise the County as to whether the City intends to commence negotiations for the City's scope of work with the Contractor. Thereafter, the City may begin its negotiations with the Contractor in accordance with the terms of the RFP.

5.05 The County shall not; 1) participate in any manner with City's negotiations, 2) provide any interpretations as to the intent of the RFP or the Contractor's response, or 3) in any way be held responsible the outcome of the City's negotiations with the Contractor.

5.06 If at the conclusion of the negotiations between the City and the Contractor, the City chooses to award a contract to the Contractor, the City shall provide the County with a City Radio System Election in advance of the City's recommendation of award to the City Council. Thereafter, the City may award a contract to the Contractor.

5.07 The City shall make the Radio System Election within 6 months following the date of the County's selection of a contractor.

Section 6: Project Funding, Payments and Change Management

6.01 The City shall be responsible for all costs associated with the design and installation of the City Radio System.

6.02 The County shall be responsible for all cost associated with the RFP process with the exception of the preparation of the City's Design Criteria Package.

6.03 The City and County will create a separate agreement, or amend the existing agreement, for the ongoing use of any County P25 Radio System Assets.

Section 7: Liability and Insurance

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

7.02 Without waiving the right to sovereign immunity as provided by Florida Statutes Section 768.28, the parties acknowledge that they are each self-insured for general liability under Florida sovereign immunity statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may be established by the Florida legislature.

Section 8: Term

A. The City acknowledges that County has the absolute right to cancel the RFP at any time prior to award, in its sole discretion. In the event County cancels the RFP prior to the award, responding contractors have no obligation to proceed in accordance with any responses to the RFP, including responses to the Alternate.

B. The Agreement shall commence upon execution of the Agreement in accordance to Section 20 (Effective Date), and shall extend until the earlier of; 1) the date of the County cancellation of the RFP, for any reason prior to the Contract award; or 2) the later of; a) six months after the date that the Board ratifies the Selection Committee's Contractor recommendation or otherwise directs County staff to commence negotiations with a particular Contractor, or b) 30 days after the Contract award.

Section 9: Termination

9.01 The City and County may unilaterally terminate this Agreement for convenience. In the event the City terminates the Agreement, the City shall provide written notice to the County. Within 5 business days of County's receipt of notice, the County shall terminate the services.

9.02 The County may, for any reason, terminate this Agreement by providing written notice to the City which shall be effective immediately upon receipt.

Section 10: 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:

County Administrator
301 North Olive Avenue
West Palm Beach, FL 33401

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411

With a copy to:

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

As to City of Boca Raton

City Manager, City of Boca Raton
201 W. Palmetto Park Road
Boca Raton, FL 33432

With copy to:

Chief of Police
100 NW Boca Raton Blvd
Boca Raton, FL 33432

Section 11: Applicable Law / Enforcement Costs

This Agreement shall be governed by the laws of the State of Florida. In any litigation brought by a party to this Agreement to enforce the terms of this Agreement, each party shall bear its own costs and attorney's fees incurred in connection therewith. Any action which may be brought regarding this Agreement shall only be brought in a State court of competent jurisdiction located in Palm Beach County.

Section 12: Filing

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

Section 13: Delegation of Duty

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

Section 14: Time is of the Essence

Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

Section 15: Non-Discrimination

Pursuant to Resolution R-2014-1421, as amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All entities doing business with Palm Beach County are required to submit a copy of their non-discrimination policy which shall be consistent with the policy of Palm Beach County contained in R-2014-1421, as amended, stated above, prior to entering into any contract with Palm Beach County. In the event an entity does not have a written non-discrimination policy, or such policy is not consistent with Palm Beach County's policy, the entity shall be required to sign a statement affirming they will conform to Palm Beach County's non-discrimination policy as stated above. City has provided County with a copy of its non-discrimination policy or has provided a statement affirming that it will conform to County's policy as contained in R-2014-1421, as amended.

Section 16: Force Majeure

Any party delayed by a Force Majeure Event, as defined herein, in performing under this Agreement shall use reasonable efforts to remedy the cause or causes of such Force Majeure Event. A delay due to a Force Majeure Event shall serve to toll the time to perform under this Agreement. "Force Majeure Event" shall mean any act of God, fire, flood, earthquake, explosion, hurricane, riot, sabotage, terrorist attack, windstorm, failure of utility service, or labor dispute.

Section 17: 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: 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.

Section 19: 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 City.

Section 20: Effective Date and Order of Execution

This Agreement shall be expressly contingent upon the approval of the City Council of the City of Boca Raton which must be followed by the approval of the Palm Beach County Board of County Commissioners, and the Agreement shall become effective only when signed by the City Mayor of the City of Boca Raton followed by the signature of the Palm Beach County Board of County Commissioners, which must occur on or before April 7, 2015.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

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

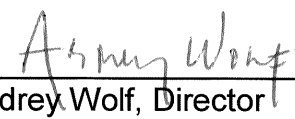

By: _____
Deputy Clerk

By: _____
Shelley Vana, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

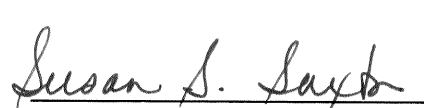
APPROVED AS TO TERMS AND
CONDITIONS:

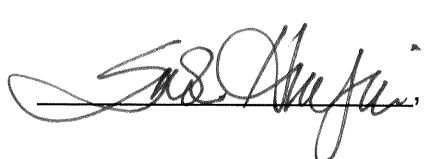
By: 
County Attorney

By:  
Audrey Wolf, Director
Facilities Development & Operations

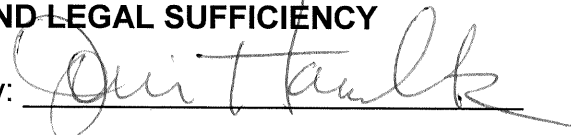
ATTEST:
CITY CLERK

CITY OF BOCA RATON, a municipal
corporation of the State of Florida

By: SUSAN S. SAXTON
, City Clerk

By: SUSAN HAYNIE
, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
_____, City Attorney

3/24/2015 Date
36-2015 Resolution #