

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS <u>AGENDA ITEM SUMMARY</u>

<b>Meeting Date:</b>	July 21, 2015	[X] Consent	[] Regular
		[ ] Ordinance	[] Public Hearing

### **Department:** Facilities Development & Operations

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** a First Amendment to Interlocal Agreement (R2012-1249) ("Agreement") with the City of Greenacres, Florida ("City") to extend the term of the Agreement for radio maintenance services to July 21, 2017.

Summary: The Agreement, which provides the terms and conditions under which the City receives radio equipment maintenance services from the County, expires on September 10, 2015. The Agreement provides for one (1) renewal option for a term of three (3) years. The City has approved a renewal to extend the term of the Agreement to July 21, 2017 to coincide with the expiration of the City's Direct Access Agreement (R2008-1301 as amended by R2013-0873), and the renewal now requires Board approval. The terms of the Agreement are standard and the maintenance rates are consistent with those being charged to County Departments. Services will be provided on an as-needed basis and billed to the City. In the event that the County must out-source the labor, a separate labor rate is provided to cover the cost of the contract labor. The rates may be adjusted annually with notification by June 1 (effective the following October 1<sup>st</sup>) 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 Agreement may be terminated by either party, with or without cause, with a minimum of three (3) months notice. This First Amendment renews the term, replaces the attachment, updates the asset and notice provisions, and adds standard County nondiscrimination and third party beneficiary provisions. Other than the changes set forth herein, all other terms remain the same. **(ESS) Countywide** *(ME)* 

**Background and Justification:** The City has determined that is beneficial to the City to utilize the County's Facilities Development & Operations/Electronic Services & Security Division (FDO/ESS) to provide radio maintenance services for its public safety radio assets. The City has been interoperable with the County's Public Safety Radio System since 2003. In lieu of outsourcing its maintenance needs to a private firm, the City has chosen FDO/ESS for those services. No additional personnel will be required within FDO/ESS to perform these services. Following approval of this amendment, there will be no remaining renewals.

## Attachments:

First Amendment

Recommended By:	A MM Worf Department Director	6/18/15 Date	
Approved By:	County Administrator	<u>Le-30-15</u> Date	

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures					
<b>Operating Costs</b>	650	7,994.	6,828.		······
<b>External Revenues</b>	(650)	(7,994)	(6,828)		
Program Income					
(County)					
In-Kind Match (County					
					1
NET FISCAL IMPACT	0.	0.	0.		. i
# ADDITIONAL FTE POSITIONS					
(Cumulative)					
Is Item Included in Cur	and Proposed	Yes X	No		,,,,,,
is item included in Our	٨				
Budget Account No:					
Fund <u>0001</u> Dept	Unit	4150 Reve	nue Source	4901	

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

Dispatch console costs are contracted with Motorola and the County will invoice the City for the cost. The first year (\$7,799.12) was prorated for a 9/11/15 agreement date. An increase of 2.5% is budgeted for the additional years.

In addition, the City will be invoiced hourly maintenance services for 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: \_

# III. <u>REVIEW COMMENTS</u>

A. OFMB Fiscal and/or Contract Development Comments:

Contract Development and Control 6-26-15 Bakeelen

Legal Sufficiency: 6/30/15 Assistant County Attorney

C. Other Department Review:

В.

Department Director

## FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to Interlocal Agreement R2012-1249 (the "Agreement"), dated September 11, 2012, is made and entered into on \_\_\_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and the City of Greenacres, Florida, a municipal corporation of the State of Florida ("City").

In consideration of the mutual promises contained herein, the County and City agree as follows:

- 1. The term of the Agreement expires on September 10, 2015 and shall be extended to July 21, 2017 or until the earlier termination or expiration of the City's direct access agreement with the County that provides the City with access to the County's Public Safety Radio System, whichever comes first.
- 2. Attachment I to the Agreement is hereby deleted in its entirety and is hereby replaced by Attachment I attached hereto and made a part hereof.
- 3. Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

SECTION 2: RADIO MANAGEMENT FACILITY

The County operates a radio maintenance & repair facility. The facility is located at 2633 Vista Parkway, West Palm Beach, FL 33411-5610. The facility is staffed and operated at 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.

- 4. Section 4.02 of the Agreement is hereby deleted in its entirety.
- 5. Section 6 of the Agreement is hereby deleted in its entirety and replaced with the following:

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 and provide County with encryption codes as reasonably necessary for County to perform the services set forth in this Agreement.

6. Section 13 of the Agreement is hereby deleted in its entirety and replaced with the following:

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### 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 2633 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:

Greenacres Public Safety City of Greenacres 2995 Jog Road Greenacres, FL 33467

City Manager City of Greenacres 5985 10<sup>th</sup> Avenue North Greenacres, FL 33463

#### 7. The Agreement is hereby modified to add the following:

### 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 City.

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8. The Agreement is hereby modified to add the following:

### SECTION 19: NONDISCRIMINATION

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.

The City has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the City does not have a written non-discrimination policy, or one that conforms to the County's policy, it has affirmed through a signed statement provided to County that City will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

9. Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the City and the County.

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

By:

ATTEST:

By:

SHARON R. BOCK CLERK & COMPTROLLER

APPROVED AS TO FORM AND

By: \_\_\_\_\_ Deputy Clerk

**LEGAL SUFFICIENCY:** 

County Attorney

subdivision of the State of Florida

PALM BEACH COUNTY, a political

Shelley Vana, Mayor

APPROVED AS TO TERMS AND CONDITIONS:

By:

Audrey Wolf, Director Facilities Development & Operations

ATTEST: CITY OF GREENACRES, FLORIDA, a municipal corporation of the State of Florida By:<sup>C</sup> By: Samuel/J//Ferreri, Mayor Denise McGrew, City Cle By: City Clerk Printed Name APPROVED AS TO FORM AND LEGAL SUFFICIENCY By: Pamela S. Terranova, City Attorney

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#### Attachment I

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### PALM BEACH COUNTY ELECTRONIC SERVICES & SECURITY 2633 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, \$97.50 per hour, per person per person **Contract Labor** \$135.00 per hour, \$202.50 per hour, per person per person Procured Parts and/or At County Procurement Cost + 5% Admin Fee **Related Components** Maintenance Costs October 1, 2015 – September 30, 2016: \$7,994.10 **Consoles and CEB** October 1, 2016 - September 30, 2017: \$ 8,193.95 Equipment October 1, 2017 - September 30, 2018: To be determined based on County's Master Service Agreement and to be provided under separate cover.