

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: December 15, 2015	<input checked="checked" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Facilities Development & Operations

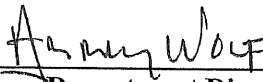
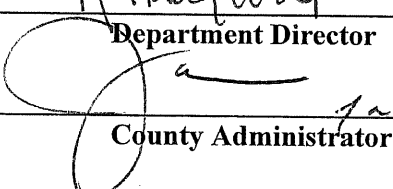
I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Agreement with the City of Greenacres setting forth the conditions for an early termination of; 1) the Interlocal Agreement (R2008-1301) providing direct access to the County’s 800 MHz Radio System, and 2) the Interlocal Agreement (R2012-1249) providing radio equipment maintenance services.

Summary: On July, 22, 2008, the Board approved an Interlocal Agreement (R2008-1301), extended to July 21, 2017 by First Amendment (R2013-0873) (“Direct Access Agreement”) with the City of Greenacres (“City”) providing the City with direct access to the County’s 800 MHz Radio System. On September 11, 2012 the Board approved an Interlocal Agreement (R2012-1249), extended to July 21, 2017 by First Amendment (R2015-0919) (“Maintenance Agreement”), providing the City with radio equipment maintenance services. The City recently voted to transition its police services from the City to the Palm Beach County Sheriff’s Office which transition is intended to be effective on February 1, 2016. Consequently, the City requested the Direct Access Agreement and the Maintenance Agreement be terminated on February 1, 2016 and that the FY 2016 use fees, renewal/replacement fees and console maintenance fees be prorated through the date of termination. This Agreement sets forth the conditions for the early termination and authorizes pro rata payment (October 1, 2015 through January 31, 2016) of the annual fees. This is particularly important to the City as without it, the City would be required to pay the entire year’s worth of use fees, renewal/replacement fees and console maintenance fees. In the event the transition to PBSO is not finalized by 01/31/2016 the City can request a modification of the termination date and the proration of annual fee payments due will be adjusted accordingly. The City also retains the right to cancel the Agreement up to February 1, 2016 in which case the City shall remit the balance due on the annual fee payments. The City is required to convey two radio consoles and radio console central electronic bank equipment to County on February 1, 2016 and pay all labor or parts costs associated with radio maintenance services to the termination of the Maintenance Agreement. **(ESS) Countywide (ME)**

Background and Justification: The City approved a transition of its police functions to the Palm Beach County Sheriff’s Office on August 10, 2015 and requested County; 1) terminate the Direct Connect and Radio Maintenance Agreements which are no longer required, and 2) prorate the annual fee payments for FY 2016, due in November. Staff is recommending approval of the proration of annual fee payments because the County is currently transitioning its radio system to a P25 compliant system and the County would be required to expend \$238,000 to ready the City’s dispatch center for P25 compliance. With the waiver, the City will pay for FY 2016 actual usage, but will not pay for the balance of the year which equates to \$38,016. The fees that are requested to be waived are \$16,875 in maintenance fees, \$15,786 for annual R/R fees and \$5,355 for annual console maintenance services performed by Motorola. Motorola console services are a pass through cost so the actual net cost to County is \$32,661 which is far less than the County’s cost to transition the City to P25 compliance. Additionally, the waiver is important to the City’s assessment of the financial impact of transitioning its policing functions to PBSO.

Attachments:
Agreement

Recommended By:		11/9/15
	Department Director	Date
Approved By:		11-20-15
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures					
Operating Costs	<u>\$ (5,355)</u>				
External Revenues	<u>\$ 38,016</u>				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u><u>\$ 32,661</u></u>				
# ADDITIONAL FTE POSITIONS (Cumulative)					

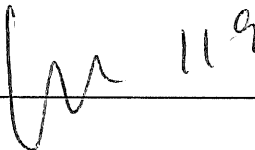
Is Item Included in Current Budget: Yes X No _____

Budget Account No: Fund 0001 Dept 410 Unit 4150 RS 4901 \$22,230
Fund 3801 Dept 411 Unit B209 RS 3728 \$15,786

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

The City will pay 4 months of; 1) annual system maintenance fees of \$8,437, and 2) system renewal and replacement fees of \$7,893, and 3) console maintenance of \$2,678, for a total of \$19,008. While the amount requested to be waived totals \$38,016, \$5,355 of that amount is for annual console maintenance expense, which will not be invoiced by Motorola, thus decreasing the fiscal impact.

In addition, the County realizes a savings of \$173,782 because we do not have to purchase and install dispatch consoles for the City at the Greenacres Public Safety Building as part of the P25 migration project.

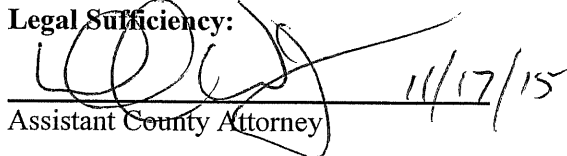
C. Departmental Fiscal Review:  11/9/15

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 11/13/15 OFMB
 11/16/15 Contract Development and Control
B. Wheeler 11-16-15

B. Legal Sufficiency:

 11/17/15
Assistant County Attorney

C. Other Department Review:

Department Director

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

AGREEMENT

This Agreement is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida, ("County") and the City of Greenacres, a municipal corporation ("City").

WITNESSETH

WHEREAS, on July 22, 2008, the County approved an Interlocal Agreement (R2008-1301) amended on July 16, 2013 by a First Amendment to Interlocal Agreement (R2013-0873) (the "Direct Access Agreement") which provided the City with direct access to the County's Public Safety Radio System to July 21, 2017; and

WHEREAS, on September 11, 2012, the County approved an Interlocal Agreement (R2012-1249) amended on July 21, 2015 by First Amendment to Interlocal Agreement R2015-0919) (the "Maintenance Agreement") which provided the City with radio equipment maintenance services (subscriber units and consoles) to July 21, 2017; and

WHEREAS, on August 10, 2015 the City approved the merger of its police department with the Palm Beach County Sheriff's Office (PBSO) to be effective on February 1, 2016; and

WHEREAS, the City will not require the services provided by the Direct Access Agreement or the Maintenance Agreement when the proposed merger takes effect and has requested an early termination of both Agreements; and

WHEREAS, the City has requested approval of a pro rata payment of the annual fees due pursuant to the Direct Access Agreement and Maintenance Agreement; and

WHEREAS, County is agreeable to the early termination of both Agreements and to the proration of the annual fees due pursuant to the Direct Access Agreement and Maintenance Agreement; and

WHEREAS, the parties desire herein to set forth the fees to be paid and the terms and conditions for the termination of the Direct Access Agreement and the Maintenance Agreement.

Now, therefore, in consideration of the mutual promises contained herein, the County and City agree as follows:

1. The Direct Access Agreement shall be terminated effective at 11:59 pm on January 31, 2016, unless this Termination Agreement is cancelled or the termination date is modified pursuant to paragraph 4.

2. The Maintenance Agreement is terminated effective at 11:59 pm on January 31, 2016, unless this Termination Agreement is cancelled or the termination date is modified pursuant to paragraph 4.

3. The City shall pay the following sums which are prorated for the period of October 1, 2015 through January 31, 2016;

- (a) \$8,437.32 in satisfaction of the annual maintenance fee due pursuant to Section 3.02 of the Direct Access Agreement; and
- (b) \$7,893.00 in satisfaction of the annual replacement fund contribution pursuant to Section 5.02 of the Direct Access Agreement; and
- (c) \$2,677.68 in satisfaction of the annual maintenance costs for radio consoles CEB equipment pursuant to the Maintenance Agreement and the City shall remain responsible for the payment of all hourly labor costs and the costs for parts incurred by City through the termination date, which shall be due thirty (30) days following invoice date.

4. The City shall retain the right to cancel this Termination Agreement by written notice to County prior to February 1, 2016. Upon cancellation of this Termination Agreement, the Direct Access Agreement and the Maintenance Agreement will both remain in full force and effect, and all payments, duties and obligations under both the agreements will resume unmodified by this Termination Agreement. In that event, the City shall pay; 1) the balance due for the full 2016 fiscal year annual maintenance fee and annual replacement fund contribution pursuant to Sections 3.02 and 5.02 of the Direct Connect Agreement, and 2) the balance due for the full 2016 fiscal year annual maintenance costs for radio consoles pursuant to the Maintenance Agreement; all within thirty (30) days of receipt of the invoice(s). The City may modify the termination date as set forth herein by providing written notice to County before February 1, 2016. In case of a modification of the termination date, each of the annual payments set forth in paragraph 3 shall be adjusted to reflect a prorated payment from October 1, 2015 through the termination date.

5. Unless this Termination Agreement is first cancelled by City, on or about February 1, 2016, the City shall convey two (2) radio consoles and certain other equipment to County pursuant to a bill of sale in the format attached hereto as Exhibit A. Should the termination date be modified pursuant to paragraph 3 herein, this conveyance shall occur on or about the first day following the modified termination date.

6. This Termination Agreement supersedes and replaces conflicting terms and conditions contained in the Direct Connect and Maintenance Agreements and to the extent of, and in the event of a conflict, the provisions of this Termination Agreement prevail.

IN WITNESS WHEREOF, the parties have caused this Termination Agreement 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

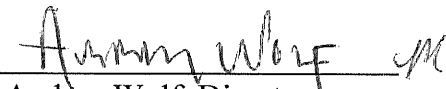
By: _____
Deputy Clerk

By: _____
, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

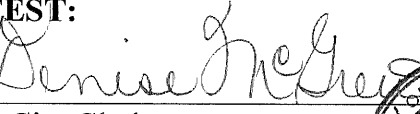
APPROVED AS TO TERMS AND
CONDITIONS:

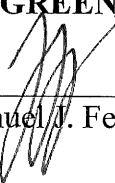
By: 
Assistant County Attorney

By: 
Audrey Wolf, Director
Facilities Development & Operations

ATTEST:

CITY OF GREENACRES

By: 
City Clerk

By: 
Samuel J. Ferreri, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

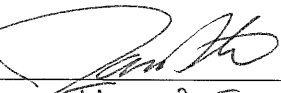
By: 
JAMES D. STOKES City Attorney



EXHIBIT A
BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that the City of Greenacres, a municipal corporation of the State of Florida, whose address is 5800 Melaleuca Lane, Greenacres, FL 33463, 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, 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:

1. Two (2) Radio Dispatch Consoles
2. Radio Console Central Electronics Bank Equipment

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

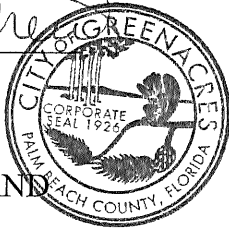
THE DESCRIBED PROPERTY IS SOLD "AS IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITIONS OF SUCH PROPERTY. BY ACCEPTING THIS BILL OF SALE, PARTY OF THE SECOND PART REPRESENTS THAT PARTY OF THE SECOND PART HAS PERSONALLY INSPECTED THE DESCRIBED PROPERTY AND ACCEPTS THE PROPERTY "AS IS".

IN WITNESS WHEREOF, the party of the first part has set its hand and seal this

ATTEST:

By: _____

City Clerk



CITY OF GREENACRES

By: _____

Samuel J. Ferreri, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____

JAMES D. STOKES, City Attorney