

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

| | | | |
|---------------|-------------------------------------|---|---|
| Meeting Date: | September 27, 2016 | <input 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 Interlocal Agreement (“Agreement”) with the Port of Palm Beach (“Port”) for the provision of radio maintenance services.

Summary: 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 Port. 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 1st) at the County’s sole discretion, but in no event shall the Port’s fee schedule exceed the fee schedule applied to County departments. The term of the Agreement shall retroactively commence on August 17, 2016, and shall expire on August 16, 2019. The Agreement provides for one (1) renewal option for a term of three (3) years. The Agreement may be terminated by either party, with or without cause, with a minimum of three (3) months notice. Other than the changes set forth herein, all other terms remain the same. (ESS) Countywide (LDC)

Background and Justification: The Port has determined that is beneficial to the Port 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 Port has been interoperable with the County’s Public Safety Radio System since 2010. In lieu of outsourcing its maintenance needs to a private firm, the Port has chosen FDO/ESS for those services. No additional personnel will be required within FDO/ESS to perform these services.

Attachments:

Interlocal Agreement

| | | | |
|-----------------|-----------|----------------------|----------------|
| Recommended By: | <u>SB</u> | <u>Annunzio</u> | <u>9/9/16</u> |
| | | Department Director | Date |
| Approved By: | | <u>KBaker</u> | <u>9/21/16</u> |
| | | County Administrator | Date |

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2016 | 2017 | 2018 | 2018 | 2020 |
|---|-----------|----------|-----------|---------------------|------|
| Capital Expenditures | | | | | |
| Operating Costs | \$800 | \$800 | \$800 | \$800 | |
| External Revenues | (\$800) | (\$800) | (\$800) | (\$800) | |
| Program Income | | | | | |
| (County) | | | | | |
| In-Kind Match (County) | | | | | |
| NET FISCAL IMPACT | 0 * | 0 | 0 | 0 | |
| # ADDITIONAL FTE POSITIONS (Cumulative) | | | | | |
| Is Item Included in Current ^{and Proposed} Budget: | Yes | X | 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 Port for reimbursement.

C. Departmental Fiscal Review: W 9-12-16

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Lisa Perez
OFMB 9/13/16
9/13/16

Dr. J. Jacob
Contract Development and Control
9/20/16

B. Legal Sufficiency: ADP
Assistant County Attorney 9/20/16

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 Port of Palm Beach District, a special independent taxing district and political subdivision of the State of Florida (“Port”).

WITNESSETH

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

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

WHEREAS, the County and the Port have the ability to lawfully enter into this Agreement pursuant to Section 163.01, Florida Statutes (2015), the Florida Interlocal Cooperation Act of 1969 which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

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 Port 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 Port.

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 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 Port 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 Port prior to commencement of the work.

3.03 The Port 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 Port may request services be expedited by requesting that certain work be performed on an overtime basis. Such work can be requested only by authorized Port 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 Port itemizing the costs. The Port 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 Port 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 Port'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 Port with quarterly detailed summaries of all maintenance charges during the months that maintenance was performed. At any time, the Port may request information which it may require to assist in making fiscal or management decisions.

SECTION 6: ASSET INFORMATION TO BE PROVIDED BY PORT

The Port 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.

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 Port.

SECTION 8: LIABILITY

The Port 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 Port, or (iii) any act or omission of Port, 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 Port or by the Port against a third party, then the Port 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 retroactively commence on August 17, 2016, and shall expire on August 16, 2019, or until the termination of the Port's direct access agreement with the County, whichever is sooner. This Agreement may be renewed for one (1) additional term of three (3) years. At least eight (8) months prior to the expiration of this Agreement's term, the Port 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 Port 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 Port. Annual updates to the Attachments will not require Board of County Commissioners or Port Council approval, but will be incorporated annually on October 1st upon signature of the Port 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 Port 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
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 Port:

Chairman, Port of Palm Beach
Port of Palm Beach
1 East 11th Street
Riviera Beach, FL 33404

Security Manager, Port of Palm Beach
Port of Palm Beach
1 East 11th Street
Riviera Beach, 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 and shall not be effective until it has been so filed.

SECTION 16: DELEGATION OF DUTY

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

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 Port.

SECTION 19: 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.

The Port 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 Port 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 Port will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

(Remainder of page 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

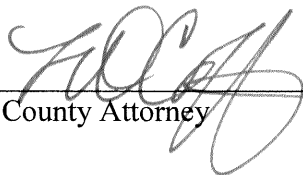
PALM BEACH COUNTY, a political
subdivision of the State of Florida

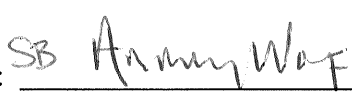
By: _____
Deputy Clerk

By: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

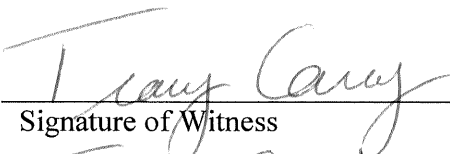
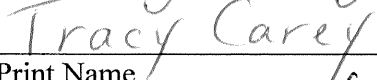
APPROVED AS TO TERMS AND
CONDITIONS:

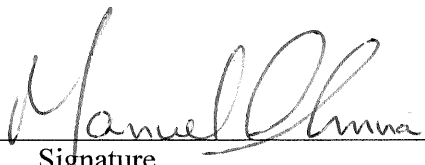
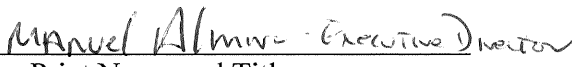
By:  _____
County Attorney

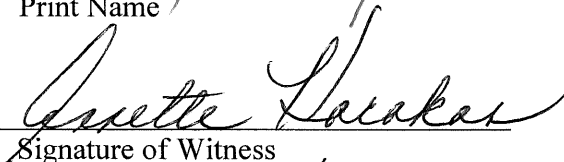

By:  _____
Audrey Wolf, Director
Facilities Development & Operations

ATTEST:

PORT OF PALM BEACH DISTRICT

By:  _____
Signature of Witness
 _____
Print Name

By:  _____
Signature
 _____
Print Name and Title

By:  _____
Signature of Witness
 _____
Print Name

Attachment I

**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, 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 | |