



Agenda Item #: 341

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 1, 2016

[X] Consent [] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: the First Restated Interlocal Agreement ("Agreement") with the City of Boynton Beach, a municipal corporation ("City") to use the County's microwave system to transport signals between the City and the County's Master Site.

Summary: This Agreement with the City, which provides the terms and conditions under which the City can use the County's microwave system to transport radio signals from the City's tower to the County's Master Site. The Agreement provides for four (4) renewal options, each for a period of five (5) years. The City has approved the Agreement. Under the terms of the Agreement, the City pays a pro rata share of the operational and maintenance costs associated with the microwave system. The costs for each fiscal year are provided by the County by March 1st annually. The Interlocal Agreement may be terminated by either party, with or without cause, with one (1) year notice. It is the City's responsibility to purchase, install, own and otherwise maintain the radio equipment located at the City's Tower. (FDO Admin) Countywide (LDC)

Background & Justification: The County has committed to the purchase, design, installation and operation of a Countywide P25 Public Safety Radio System and digital microwave communication system to meet the needs of the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, Palm Beach County Emergency Management Service, and various Palm Beach County general governmental agencies; and the City has committed to the purchase, design, installation and operation of its own a P25 Trunked Radio System to meet the needs of the City of Boynton Beach. The City and County previously entered into an Interlocal Agreement dated February 5, 2001, recorded in the Official Records of Palm Beach County at OR 12327, Page 1812 pursuant to Resolution R2001-0200 as amended by the First Amendment pursuant to R2006-0554, the Second Amendment pursuant to R2011-0121 and the Third Amendment pursuant to Resolution R2015-1558. This First Restated Interlocal Agreement replaces the previous Interlocal Agreement and its amendments. The City intends to use the County's microwave system to transport signals between the City and the Master Site. The annual cost for the microwave use is \$2,184.98. The County's estimated annual costs are Average Infrastructure Maintenance costs are \$1.3 Million (not including the above microware maintenance) and the City uses three (3) of the fourteen (14) microwave sites. The City uses (2) T-1s to three (3) separate towers.

Attachments:

- 1. First Restated Interlocal Agreement with the City of Boynton Beach

Recommended By: [Signature] Department Director Date: 10/6/16

Approved By: [Signature] County Administrator Date: 10-28-16

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	* <u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>

ADDITIONAL FTE POSITIONS (Cumulative)

Is Item Included in Current Budget: Yes No _____

Budget Account No: Fund _____ Dept _____ Unit _____ Revenue Source _____

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 costs for the microwave will be provided by the County to the City no later than March 1st annually. The costs for the receiver site will not be adjusted annually.

C. Departmental Fiscal Review: _____ *10-13-16*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature]
 OFMB *et 10/20* *10/24*

[Signature] *10/27/16*
 Contract Development and Control
10/27/16 *[Initials]*

B. Legal Sufficiency:

[Signature] *10/28/16*
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

FIRST RESTATED INTERLOCAL AGREEMENT

This Interlocal Agreement is made and entered into _____, by and between Palm Beach County (“County”), a political subdivision of the State of Florida and the City of Boynton Beach (“City”), a municipal corporation existing under the laws of the State of Florida.

W I T N E S S E T H

WHEREAS, Section 163.01, Florida Statutes (2015), the Florida Interlocal Cooperation Act of 1969 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 and 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 committed to the purchase, design, installation and operation of a P25 Public Safety Radio System (“PSRS”) and digital microwave communication system to meet the needs of the Palm Beach County Sheriff’s Office, Palm Beach County Fire Rescue, Palm Beach County Emergency Management Service, and various Palm Beach County general governmental agencies; and

WHEREAS, the County and the City entered into a lease agreement between the County, the City and AT&T (R99-311D) dated 2/23/99, (“Lease Agreement”) for the County’s use of a tower (“Tower Site S-11”) located within the municipal limits of the City for the County’s microwave and PSRS equipment; and

WHEREAS, two (2) T1s will be used by the City; and

WHEREAS, the Lease Agreement requires that the County and the City enter into a separate agreement addressing the operational and maintenance responsibilities of the microwave system; and

WHEREAS, the City intends to use the County’s microwave system to transport signals between the City and the Master Site; and

WHEREAS, the City and County previously entered into an Interlocal Agreement dated February 6, 2001, recorded in the Official Records of Palm Beach County at OR 12327, Page 1812 pursuant to Resolution R2001-0200 as amended by the First Amendment pursuant to R2006-0554, the Second Amendment pursuant to R2011-0121 and the Third Amendment pursuant to Resolution R2015-1558.

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

SECTION 1. Purpose

The purpose of this Interlocal Agreement is to amend and restate the Interlocal Agreement and set forth the County and the City's fiscal responsibilities with respect to the City's use of the County's microwave system to transport signals to and from the City's 800 MHz trunked radio system to the County's Master Site.

This Agreement is to be read and interpreted in conjunction with the Lease Agreement and the Cooperative Agreement and any amendments. The Cooperative Agreement contains fiscal and other obligations of the County and the City with respect to the City's connection to and use of the County's microwave system and together with this Agreement result in the agreement contemplated under Section 10.01 of the Lease Agreement.

SECTION 2. Responsibilities

2.01 MICROWAVE. The County will be responsible for the purchase, installation, ownership and physical maintenance and operation of the microwave equipment at the Tower Site S-11.

2.02 The City agrees to pay its fair share of the operation and maintenance costs associated with the Microwave System between the Tower Site S-11 and the County's Master Site, on pro rata basis. The operations and maintenance costs to be included are: system administration costs (which include personnel costs), utilities, equipment, software, and component renewal and replacement costs, and microwave equipment maintenance costs (which maybe out-sourced or performed by the County).

2.03 The costs for the future fiscal year (October 1 – September 30) will be provided by the County to the City by the County Administrator or his or her designee, no later than March 1st annually. The costs shall be calculated using the following methodology updating the total system maintenance and administration costs as well as the percentage of total costs attributable to the microwave system; to reflect actual.

2.01.2 The costs to use the County's microwave system shall be calculated using the following methodology updating the total system maintenance and administration costs as well as the percentage of total costs attributable to the microwave system to reflect actual costs. The County's estimated annual costs are Microwave System Maintenance costs are \$143,000. The City uses three (3) of the fourteen (14) microwave sites. The City uses (2) T-1s to three (3) separate towers.

$\$143,000 \times 3/14 \times 2/28 = \mathbf{\$2,184.98}$.

The annual cost for the microwave use is **\$2,184.98**.

2.04 The City shall pay the County, in full, each fiscal year no later than February 1st. Payment shall be made to:

Board of County Commissioners
Attn: Electronic Services and Security Division
2633 Vista Parkway
West Palm Beach, FL 33411

2.05 The County shall have no obligation to provide a microwave system for the City's use, in the event that the County discontinues use of its microwave system or is not operating microwave equipment at the Tower Site S-11.

SECTION 3. Liability

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. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

The County makes no representations about the capabilities or reliability of the County's microwave system or network equipment. The County's System is designed to assist qualified law enforcement, fire, and other emergency service professionals. It is not intended to be a substitute for the exercise of judgment or supervision of these professionals. Both parties acknowledge that the responsibility for providing law enforcement, fire, or other emergency services rests with the City, which is providing such service, and not with the other party to this Agreement.

SECTION 4. Term of Agreement

The term of this Agreement shall be a period of five (5) years from the date of execution ("Effective Date") and may be renewed for four (4), five (5) year periods upon written modification by both parties.

SECTION 5. Amendments to this Agreement

This Agreement may be amended from time to time by written amendment by all Parties.

SECTION 6. Termination

This Agreement may be terminated by any party without cause upon one (1) year notice. The Agreement may be terminated for cause by either party upon sixty (60) days notice. This Agreement shall automatically terminate in the event that the County discontinues the operation of the microwave system at the City's Tower Site.

In the event that the Cooperative's Interlocal Agreement is terminated, but the Lease Agreement remains in effect, the County and City will amend the Agreement within 60 days of the termination of the Cooperative's Interlocal Agreement to include the remainder of both parties' obligations to the microwave system.

SECTION 7. Annual Budget Appropriations

The County's and City's performance and obligation to pay pursuant to this Agreement are contingent upon annual appropriation for its purpose by the Board of County Commissioners and the City Council.

SECTION 8. 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 the 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

With a copy to:

Radio System Administrator
2633 Vista Parkway
West Palm Beach, FL 33411

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33402

As to City:

City Manager
City of Boynton Beach
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435

With a copy to:

Chief of Police
City of Boynton Beach
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435

SECTION 9. 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.

SECTION 10. Filing

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

SECTION 11. Delegation of Duty

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

SECTION 12. 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 2-321 – 2-440, as may be amended. The Inspector General is authorized with the power to review post, 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 13. 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 14. 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 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.

(Remainder of the page intentionally left 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: _____
Mary Lou Berger, Mayor

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

**APPROVED AS TO TERMS AND
CONDITIONS:**

By: *Sal Coffa*
County Attorney

By: *Audrey Wolf*
Audrey Wolf, Director
Facilities Development & Operations

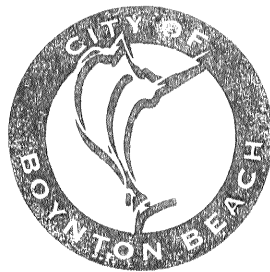
ATTEST:

**CITY OF BOYNTON BEACH, by its City
Commissioners**

By: *Judith A. Pyle*
Interim Deputy Clerk
Judith A. Pyle

By: *Steven Grant*
Steven Grant, Mayor

Print Deputy Clerk
Interim



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

By: *Mara Bridgeman*
City Attorney *Asst*