

PALM BEACH COUNTY
 BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: June 6, 2017 [X] Consent [] Regular
 [] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

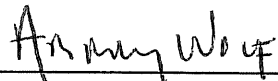
Motion and Title: Staff recommends motion to approve: an Interlocal Agreement (“Agreement”) with the Town of Lake Clarke Shores (“Town”) for radio maintenance services.

Summary: The Agreement provides for the provision of radio equipment maintenance services to the Town, by FDO/Electronic Services & Security Division. The services are to be charged on an hourly basis at a cost of \$65/hr/person and \$97.50/hr/person for overtime work. In the event that the County must out-source the labor, a separate labor rate is provided. The rates may be adjusted annually with notification by June 1 (effective that following October 1) at the County’s sole discretion, but in no event shall the Town’s fee schedule exceed the fee schedule applied to County departments. The Agreement retroactively commences on January 31, 2017, at the expiration of the previous Agreement (R2011-0116), for a term of three (3) years. There is one (1) renewal option for a period of three (3) years. The Agreement may be terminated by either party, with or without cause with a minimum of three (3) months’ notice. The County has been providing radio equipment maintenance services to the Town since February 1, 2005. **(ESS) Countywide (LDC)**

Background and Justification: The Town has determined that is beneficial to the Town 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 Town is interoperable with the County’s Public Safety Radio System since 2003. In lieu of outsourcing its maintenance needs to a private firm, the Town has chosen FDO/ESS for those services. No additional personnel will be required within FDO/ESS to perform these services. Following approval of this Agreement, there will be one (1) remaining renewal.

Attachments:

Interlocal Agreement

Recommended By:  5/9/17
 Department Director Date

Approved By:  5/23/17
 County Administrator Date

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 *</u> | <u>\$0</u> | <u>\$0</u> | _____ | _____ |
| # ADDITIONAL FTE POSITIONS (Cumulative) | _____ | _____ | _____ | _____ | _____ |

Is Item Included in Current Budget: Yes 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 Town for reimbursement.

C. Departmental Fiscal Review: Kon Spis 5/12/17

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

| | |
|---|--|
| <u>Jeffery L. ... 5/17/17</u> OFMB 5/16 | <u>D. J. Jansbort 5/22/17</u> Contract Development and Control 5/22/17 |
|---|--|

B. Legal Sufficiency:
FD ... 5/23/17
 Assistant County Attorney

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 Town of Lake Clarke Shores, a municipal corporation of the State of Florida (“Town”).

WITNESSETH

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

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

WHEREAS, the County and the Town 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 Town 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 Town.

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 Town 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 Town prior to commencement of the work.

3.03 The Town 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 Town may request services be expedited by requesting that certain work be performed on an overtime basis. Such work can be requested only by authorized Town positions pursuant to Section 3.03 and will be performed according to the fee schedule for emergency services.

3.05 The Town may request in writing that their radio communication console be included in the County's 800 MHz Master Service Agreement. Upon approval of the costs by the Town, the County will include, in its Master Service Agreement, the Town's radio console and associated console interface and RF equipment. Reimbursement by the Town will be billed for the actual costs as a separate line item on the System Access Charges that are billed by the County in November of each year.

SECTION 4: BILLING SCHEDULE

4.01 The County will prepare and transmit a quarterly invoice to the Town itemizing the costs. The Town 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 Town 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 Town'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 Town with quarterly detailed summaries of all maintenance charges during the months that maintenance was performed. At any time, the Town may request information which it may require to assist in making fiscal or management decisions.

SECTION 6: ASSET INFORMATION TO BE PROVIDED BY TOWN

The Town 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 Town.

SECTION 8: LIABILITY

The Town 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 Town, or (iii) any act or omission of Town, 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 Town or by the Town against a third party, then the Town 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 commence on January 31, 2017 and shall continue for three (3) years. 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 Town 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 Town 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 Town. Annual updates to the Attachments will not require Board of County Commissioners or Town Council approval, but will be incorporated annually on October 1st upon signature of the Town 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 Town 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 Town:

Town Administrator
Town of Lake Clarke Shores
1701 Barbados Road
Lake Clarke Shores, FL 33406

Town Police Chief
Town of Lake Clarke Shores
1701 Barbados Road
Lake Clarke Shores, FL 33406

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 Town.

**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 Town.

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

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 above written.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

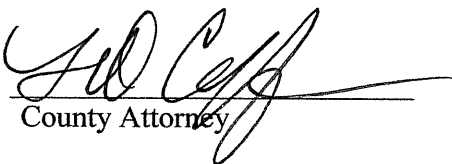
PALM BEACH COUNTY, a political
subdivision of the State of Florida

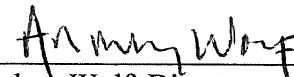
By: _____
Deputy Clerk

By: _____ **Paulette Burdick, Mayor**

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

**APPROVED AS TO TERMS AND
CONDITIONS:**

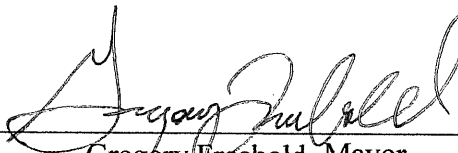
By: 
County Attorney

By: 
Audrey Wolf, Director
Facilities Development & Operations

ATTEST:

TOWN OF LAKE CLARKE SHORES, a
municipal corporation of the State of Florida

By: 
Mary J. Pinkerman, Town Clerk

By: 
Gregory Freebold, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: 
Charles Schoech, Town Attorney

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 | |