

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: October 22, 2019 [X] Consent [ ] Regular  
[ ] Ordinance [ ] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: a Termination Agreement (“Agreement”), effective October 31, 2019, with the Town of Palm Beach Shores (“Participant”) setting forth the conditions for an early termination of; 1) the Interlocal Agreement (R2015-1256) providing direct access to the County’s 800 MHz Radio System, and 2) the Interlocal Agreement (R2014-0929) providing radio equipment maintenance services.

**Summary:** On September 22, 2015, the Board approved an Interlocal Agreement R2015-1256, (“Direct Access Agreement”) with the Participant, providing the Participant with direct access to the County’s 800 MHz Radio System. On July 1, 2014, the Board approved an Interlocal Agreement (R2014-0929), extended to June 30, 2021, by First Amendment (R2017-0810) (“Maintenance Agreement”), providing the Participant with radio equipment maintenance services. The Participant recently voted to transition its police services from the Participant to the Palm Beach County Sheriff’s Office, which transition will be effective on November 1, 2019. Consequently, the Participant is requesting the Direct Access Agreement and the Maintenance Agreement be terminated on October 31, 2019 and the FY 2020 annual maintenance fee and annual replacement fund contribution be prorated through the date of termination. This Agreement sets forth the conditions for the early termination and authorizes pro rata payment (October 1, 2019 through October 31, 2019) of the fees. (ESS) Countywide (LDC)

**Background and Justification:** The Participant approved a transition of its police functions to the Palm Beach County Sheriff’s Office on August 19, 2019, and requested County; 1) terminate the Direct Connect and Radio Maintenance Agreements which are no longer required, and 2) prorate the FY 2020 fees due.

**Attachments:**

Termination Agreement

Recommended By: MB Armeny Wolf 9/26/19  
Department Director Date

Approved By: [Signature] 10-18-19  
County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$1,193.73)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>(\$1,193.73)</u>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

**Is Item Included in Current Budget:** Yes x No \_\_\_\_\_  
**Does this item include the use of federal funds?** Yes \_\_\_\_\_ No x

Budget Account

No:

Fund	<u>0001</u>	Dept	<u>410</u>	Unit	<u>4150</u>	Revenue Source	<u>4900</u>	<u>(\$412.35)</u>
Fund	<u>3801</u>	Dept	<u>411</u>	Unit	<u>B209</u>	Revenue Source	<u>3728</u>	<u>(\$781.38)</u>

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

The revenue is based on ~~26~~ units prorated for 1 month: maintenance fee 176.72/unit = \$412.35; renewal/replacement fee 334.88/unit = \$781.38

**C. Departmental Fiscal Review:** Ken Allen

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

Pollyn Kew 10/9/19  
 OFMB 10/3 10/9  
Janey [Signature] 10/16/19  
 Contract Development and Control

**B. Legal Sufficiency:**

[Signature] 10/7/19  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

## TERMINATION AGREEMENT

This Termination Agreement is made as of \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, (“County”) and Town of Palm Beach Shores, a municipal corporation of the State of Florida (“Participant”).

### WITNESSETH

**WHEREAS**, on September 22, 2015, the County approved an Interlocal Agreement R2015-1256 (the “Direct Access Agreement”) which provided the Participant with direct access to the County’s Public Safety Radio System to September 21, 2020; and

**WHEREAS**, on July 1, 2014, the County approved an Interlocal Agreement (R2014-0929) amended on September 20, 2017 by First Amendment to Interlocal Agreement (R2017-0810) (the “Maintenance Agreement”) which provided the Participant with radio equipment maintenance services (subscriber units and consoles) to June 30, 2021; and

**WHEREAS**, on August 19, 2019 the Participant approved the merger of its police department with the Palm Beach County Sheriff’s Office (PBSO) to be effective on November 1, 2019; and

**WHEREAS**, the Participant 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 Participant 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 Participant agree as follows:

1. The Direct Access Agreement shall be terminated effective at 11:59 pm on October 31, 2019, 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 October 31, 2019, unless this Termination Agreement is cancelled or the termination date is modified pursuant to paragraph 4.

3. The Participant shall pay the following sums which are prorated for the period of October 1, 2019 through October 31, 2019;

(a) \$412.35 in satisfaction of the annual maintenance fee due pursuant to Section 3.02 of the Direct Access Agreement; and

(b) \$781.38 in satisfaction of the annual replacement fund contribution pursuant to Section 5.02 of the Direct Access Agreement.

4. The Participant shall retain the right to cancel this Termination Agreement by written notice to County prior to November 1, 2019. 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 Participant shall pay; 1) the balance due for the full 2020 fiscal year annual maintenance fee and annual replacement fund contribution pursuant to Sections 3.02 and 5.02 of the Direct Connect Agreement, all within thirty (30) days of receipt of the invoice(s). The Participant may modify the termination date as set forth herein by providing written notice to County before November 1, 2019. 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, 2019 through the termination date.

5. 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.

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IN WITNESS WHEREOF, the parties have caused this Termination Agreement to be executed on the day and year first above written.

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

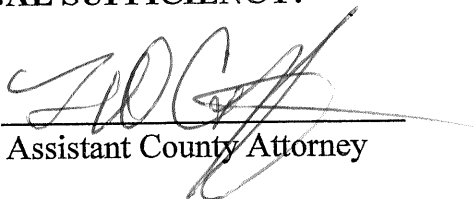
PALM BEACH COUNTY, a political  
subdivision of the State of Florida

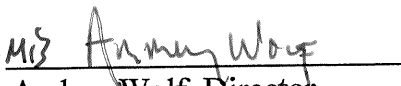
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mack Bernard, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

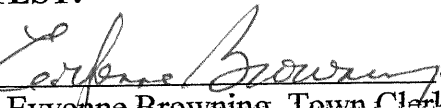
APPROVED AS TO TERMS AND  
CONDITIONS:

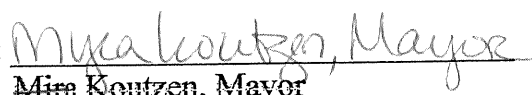
By:   
Assistant County Attorney

By:   
Audrey Wolf, Director  
Facilities Development & Operations

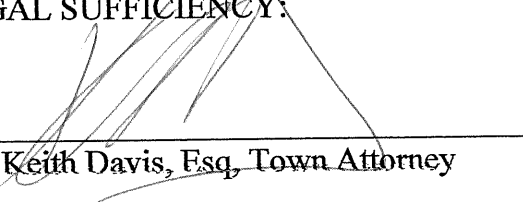
ATTEST:

TOWN OF PALM BEACH SHORES

By:   
Evyonne Browning, Town Clerk

By:   
Mira Koutzen, Mayor  
*mira*

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By:   
Keith Davis, Esq. Town Attorney