

Agenda Item #: 3H-1

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 17, 2020 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 Lantana (“Town”) for radio maintenance services from April 6, 2021 through April 5, 2026.

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 \$65hr/person and \$97.50hr/person for overtime work. In the event that the County must out-source the labor, a separate labor rate is provided. The maintenance costs for the radio consoles are included in County’s service contract with Motorola and are paid as a lump sum reimbursement to the County. 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 will commence on April 6, 2021 at the expiration of their current Agreement (R2017-0639), for a term of five (5) years. There are two (2) renewal options, each for a period of five (5) years. The Agreement may be terminated by either party, with or without cause with a minimum of three (3) months’ notice. **(ESS) Countywide (LDC)**

Background and Justification: The County has been providing radio equipment maintenance services to the Town since April 7, 2009. 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 has been interoperable with the County’s Public Safety Radio System since 2005. In lieu of outsourcing its maintenance needs to a private firm, the Town has chosen FDO/ESS for these services. No additional personnel will be required within FDO/ESS to perform these services.

Attachments:

Interlocal Agreement

Recommended By: MB *Ernie C. Ayala Collopy Jr* 10/19/20
 Department Director Date

Approved By: VC Baker 11/3/2020
 County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
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 _____
Does this item include the use of federal funds? Yes _____ No _____

Budget Account

No:

Fund 0001 Dept 410 Unit 4150 Revenue Source 4901 _____
 Fund _____ Dept _____ Unit _____ Revenue Source _____

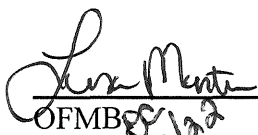
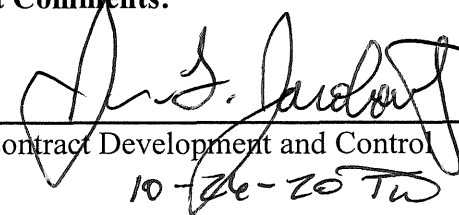
B. Recommended Sources of Funds/Summary of Fiscal Impact:

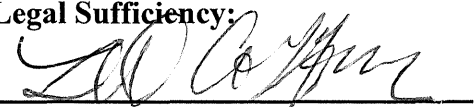
* Services will be provided on an "as needed" basis and will be billed to the Town for reimbursement.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 10/22/2020
 OFMB 10/22 LM 10/22
 10/28/2020
 Contract Development and Control
 10-26-20 TW

B. Legal Sufficiency:

 Assistant County Attorney

C. Other Department Review:

 Department Director

INTERLOCAL AGREEMENT

This Interlocal Agreement (“Agreement”) is made and entered into this _____ day of _____, _____ by and between Palm Beach County, a political subdivision of the State of Florida (“County”) and the Town of Lantana, a municipal corporation of the State of Florida (“Participant”).

WITNESSETH

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

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

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Agreements to jointly exercise any power, privilege or authority which such agencies share in common and which each might exercise separately.

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 Participant 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 Participant.

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 Participant with emergency numbers whereby County personnel can respond to emergencies.

SECTION 3: WARRANTY AND CORRECTIVE REPAIRS

3.01 Corrective Repairs. 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. 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 Participant prior to commencement of the work.

3.03 Approval of Emergency Services. The Participant 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 Approval of Expedited/Overtime Services. The Participant may request services be expedited by requesting that certain work be performed on an overtime basis. Such work can be requested only by authorized Participant positions pursuant to **Section 3.03** and will be performed according to the fee schedule for emergency services.

3.05 Approval of Console Inclusion in County Service Agreement. The Participant may request in writing that its radio communication console be included in the County's Legacy Radio Service Agreement. Upon approval of the costs by the Participant, the County will include in its Service Agreement the Participant's radio console and associated console interface and RF equipment. Participant 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

The County will prepare and transmit a quarterly invoice to the Participant itemizing the costs. The Participant 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 INFORMATION TO BE PROVIDED BY COUNTY

5.01 Notice of Annual Increases. The County will update **Attachment 1** and transmit same to the Participant 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 Participant's fee schedules shall not exceed the fee schedule applied to County departments. The updated Attachment will automatically become a part of this Agreement on October 1st each year.

5.02 Maintenance Information. The County will provide the Participant with quarterly detailed summaries of all maintenance charges during the months that maintenance was performed. At any time, the Participant may request information which it may require to assist in making fiscal or management decisions.

SECTION 6: ASSET INFORMATION TO BE PROVIDED BY PARTICIPANT

On the initial execution of this Agreement, the Participant 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. Any changes to the Participant's inventory or encryption codes shall be provided to the County as needed.

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 Participant.

SECTION 8: 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. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the County or Participant pursuant to §768.28, Florida Statutes. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the Participant 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 Participant, or (iii) any act or omission of Participant, its agents, contractors, employees or invitees. In case the County shall be made a party to any litigation commenced against the Participant or by the Participant against a third party, then the Participant 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. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute an agreement by either party to indemnify the other party for its own negligence, willful or intentional acts. The provisions of this section shall survive the termination or expiration of this Agreement.

SECTION 8A: INSURANCE

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Participant represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Participant is not self-insured, Participant shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at

limits not less than those contained in the Statute.

Should Participant purchase excess liability coverage, Participant agrees to include Participant as an Additional Insured.

The Participant agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should Participant contract with a third-party (Contractor) to perform any service related to the Agreement, Participant shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include Participant and County as Additional Insureds. Participant shall also require that the Contractor include a Waiver of Subrogation against County.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the Participant shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the Participant of its liability and obligations under this Agreement.

SECTION 9: TERM OF AGREEMENT

9.01 Initial Term. The initial term of this Agreement is for five (5) years and shall commence on April 6, 2021.

9.02 Renewals. This Agreement may be renewed for two (2) additional terms of five (5) years each. At least eight (8) months prior to the expiration of this Agreement's term, the Participant 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 Participant and the County.

9.03 Direct Connect Agreement. Notwithstanding the above paragraphs, this Agreement shall terminate upon the termination or expiration of the Participant's Direct Connect Agreement with 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 Participant. Annual updates to the Attachment 1 will not require Board of County Commissioners or Participant Council approval, but will be incorporated automatically each year on October 1st.

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 Participant 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 Participant:

Town Manager
Town of Lantana
500 Greynolds Circle
Lantana, FL 33462

With Copies to:

Police Chief
Town of Lantana
500 Greynolds Circle
Lantana, FL 33462

Invoices to the Participant shall be sent to:

Police Chief
Town of Lantana
500 Greynolds Circle
Lantana, FL 33462

SECTION 14: APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, 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.

SECTION 16: DELEGATION OF DUTY

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

**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 Participant.

SECTION 19: NON-DISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Participant warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

SECTION 20: ASSIGNMENT

Participant may not assign, mortgage, pledge, or encumber this Agreement in whole or in part, without prior written consent of County, which may be granted or withheld at the County's absolute discretion. This provision shall be construed to include a prohibition against an assignment, mortgage, pledge, encumbrance or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

SECTION 21: SEVERABILITY

If any term of the Agreement or the application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 22: COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

SECTION 23: EFFECTIVE DATE

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all Parties and approved by the Palm Beach County Board of County Commissioners.

SECTION 24: E-VERIFY – EMPLOYMENT ELIGIBILITY

24.01 Participant warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, Participant shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the Participant’s contractors and subcontractors performing any duties and obligations under this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

24.02 County shall terminate this Agreement if it has a good faith belief that Participant has knowingly violated Section 448.09(1), Florida Statutes as may be 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**

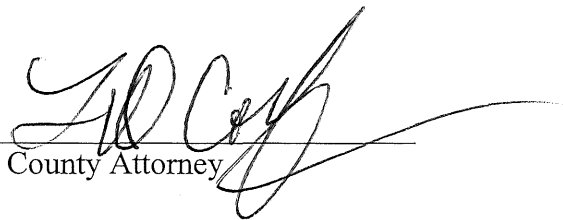
PALM BEACH COUNTY, a political
subdivision of the State of Florida

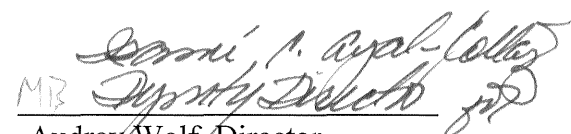
By: _____
Deputy Clerk

By: _____
, Mayor

**APPROVED AS TO
LEGAL SUFFICIENCY:**

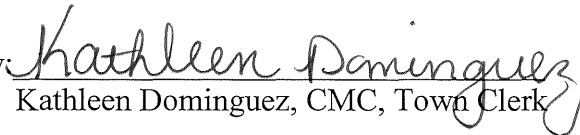
**APPROVED AS TO TERMS AND
CONDITIONS:**

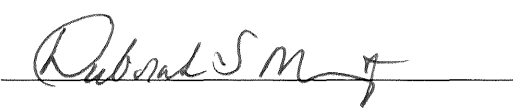
By: 
County Attorney

By: 
Audrey Wolf, Director
Facilities Development & Operations

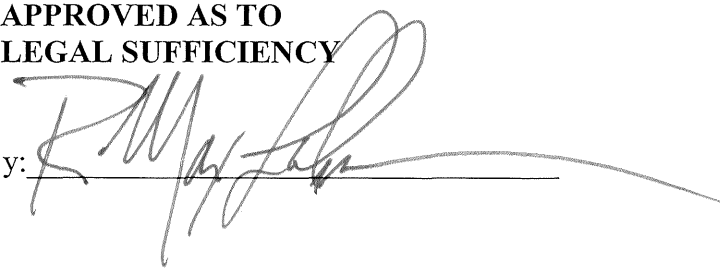
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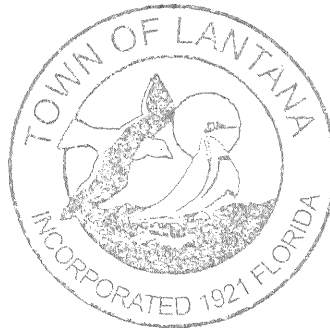
TOWN OF LANTANA, a municipal
corporation existing under the laws of the
State of Florida

By: 
Kathleen Dominguez, CMC, Town Clerk

By: 

**APPROVED AS TO
LEGAL SUFFICIENCY**

By: 



ATTACHMENT 1

**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	\$150.00 per hour, per person	\$225.00 per hour, per person (Overtime and Saturday) \$300.00 per hour, per person (Sunday and Holidays)
Procured Parts and/or Related Components	At County Procurement Cost + 5% Admin Fee	
Console Maintenance Costs (if requested)	Console Maintenance Costs will be provided under separate cover.	