

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

**Meeting Date: September 23, 2008**      ☒ **Consent**      ☐ **Regular**  
☐ **Ordinance**      ☐ **Public Hearing**

**Department: Facilities Development & Operations**

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** an interlocal agreement with the Town of Palm Beach Shores (Town) for the provision of radio maintenance services.

**Summary:** This interlocal agreement provides for the provision of radio equipment maintenance services by FDO/Electronic Services and Security to the Town. 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 annually (effective that following October 1) at the County's sole discretion, but in no event shall the Town's fees schedule exceed the fee schedule applied to County departments. The term of the agreement is for three (3) years with one (1) - three (3) year renewal. The Agreement may be terminated by either party, with or without cause with a minimum of three months notice. (FD&O Admin) District 1 (JM)

**Background and Justification:** The Town of Palm Beach Shores has determined that it is beneficial to the Town to utilize the County's Facilities Development & Operations/Electronic Services and Security Division to provide radio maintenance services for its law enforcement radio assets. In the past several years the Town has used its accumulated \$12.50 funds to purchase radio equipment allowing it to be interoperable with the County's system and the reimbursement agreement requires that the Town have a maintenance agreement in place for those assets. In lieu of outsourcing 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.**

**Attachments:**

## Interlocal Agreement

**Recommended by:**

Army Wolf

**Department Director**

8/25/08

Date \_\_\_\_\_

**Approved by:**

Department Director:

**County Administrator**

9/3/08

**Date**

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>( 500 )</u>	<u>( 2,000 )</u>	<u>( 2,000 )</u>	<u>( 1,500 )</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>( 500 )</u>	<u>( 2,000 )</u>	<u>( 2,000 )</u>	<u>( 1,500 )</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>

Is Item Included in Current Budget? Yes X No         
 Budget Account No: Fund 0001 Dept 410 Unit 4150 Proj. S. 4401 Reporting Category       

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

The estimate of revenue is based on an estimate of usage, actual usage will be the basis for future budget year revenue projections.

*General Fund  
 Mhz System Operations.*

### C. Departmental Fiscal Review: \_\_\_\_\_

## III. REVIEW COMMENTS:

### A. OFMB Fiscal and/or Contract Development & Control Comments:

*April 28, 8-28-08*  
 OFMB *UD 8/28* *CV 8/21/08*

*June 2, 9/2/08*  
 Contract Dev. and Control

This Contract complies with our contract review requirements.

B. Legal Sufficiency:  
*James C. Murphy*  
 Assistant County Attorney

C. Other Department Review:  
N/A

## **INTERLOCAL AGREEMENT**

THIS INTERLOCAL 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 PALM BEACH SHORES, FLORIDA, 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;

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 2601  
Vista Parkway, West Palm Beach, FL 33411-5610. The facility is staffed and operated 8:00am  
to 5:00pm 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.

- 3.02 Commercial repairs will be billed according to Attachment 1. 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.

#### **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 10 days of receipt. Payment will be due to the County within 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

4.02 The Town may utilize its \$12.50 account to pay for County services as long as it maintains radio interoperability through its Access Agreement and there are sufficient funds in the account. In order to use \$12.50 funds to pay the invoice charges, either in part or in full, pursuant to this Agreement, the Town will need make payment by returning a fully executed "Use of \$12.50 Authorization Form" to the following address. If a partial payment is made via the use of \$12.50 funds, both the authorization form and the check shall be sent to the address below:

Board of County Commissioners  
FDO Fiscal Section  
2633 Vista Parkway  
West Palm Beach, FL 33411-5603

## **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 1<sup>st</sup> 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 1<sup>st</sup> 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.

## **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 the date the Agreement is executed by the Board of County Commissioners, and shall continue for three (3) years or until the expiration of the Town's direct access agreement, whichever comes first. This Agreement may be renewed for one (1) three (3) year term thereafter. At least eight 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 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 1<sup>st</sup> 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 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:

800 MHz System Administrator  
2601 Vista Parkway  
West Palm Beach, FL 33411-5610

Palm Beach Shores Maintenance Agreement

County Attorney's Office  
301 North Olive Avenue  
West Palm Beach, FL 33401

As to the Town:

Police Chief  
Town of Palm Beach Shores  
247 Edwards Lane  
Palm Beach Shores, FL 33404

Police Captain, Communications  
Town of Palm Beach Shores  
247 Edwards Lane  
Palm Beach Shores, 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.

Remainder of page intentionally left blank

SECTION 16: DELEGATION OF FILING

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

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, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

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

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERM  
AND CONDITIONS

By: \_\_\_\_\_  
County Attorney

By: Amey Wolf  
Dir., Facilities Development & Operations

ATTEST:  
TOWN CLERK:

TOWN OF PALM BEACH SHORES, FLORIDA

By: Cathy Dwyer  
Town Clerk

Thomas R. Mills  
Thomas R. Mills, Mayor



**PALM BEACH COUNTY  
ELECTRONIC SERVICES & SECURITY  
RADIO REPAIR MAINTENANCE AGREEMENT**

**ATTACHMENT 1**

County Contact Information

Non-Emergency Contact Phone # 561-233-4435

Emergency Contact Phone # 561-712-6428

Service Rates

Normal Shop Labor Rate: \$65.00 per hour, per person.

Over Time Shop Labor Rate: \$97.50 per hour, per person.

Contracted Labor Rate: \$135.00 per hour, per person.

Overtime Contracted Labor Rate: \$202.50 per hour, per person.

Procured Parts and/or Related Components: At County Procurement Cost + 5% Administrative Fee