

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

Meeting Date: May 19, 2009

☒ **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 South Palm Beach (Town) for the provision of radio maintenance services.

Summary: This agreement provides for the provision of radio equipment (subscriber units and consoles) maintenance services to the Town, by FDO/Electronic Services and Security. 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 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 of a minimum of three (3) months notice. (ESS) District 4 (JM)

Background and Justification: The Town of South Palm Beach has determined that it is beneficial to the Town to utilize the County's Facilities Development & Operations/ Electronic Services & Security Division to provide radio maintenance service for its law enforcement radio assets. The Town is interoperable with the County's system through a temporary direct access agreement. In lieu of outsourcing its maintenance needs to a private firm, the Town has chosen FDO/ESS for those services.

Attachments:

Interlocal Agreement

Recommended by:	<u>Anthony Wolf</u> Department Director	<u>4/26/09</u> Date
Approved by:	<u>[Signature]</u> County Administrator	<u>5/12/09</u> Date

II. FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>\$200</u>	<u>\$1,000</u>	<u>\$1,000</u>	<u>\$800</u>	<u>-0-</u>
External Revenues	<u>(\$200)</u>	<u>(\$1,000)</u>	<u>(\$1,000)</u>	<u>(\$800)</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>-0-</u>	<u>-0</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

ADDITIONAL FTE
POSITIONS (Cumulative)

Is Item Included in Current Budget? Yes No XX

Budget Account No: Fund 0001 Department 410 Unit 4150 Object 4901
Reporting Category

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

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS:

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

John R. V. 5-5-09
OFMB 5/11/9

Jim J. Jacobson 5/10/09
Contract Dev. and Control

B. Legal Sufficiency:

John C. McCoy 5/12/09
Assistant County Attorney

This Contract complies with our
contract review requirements.

C. Other Department Review:

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 ~~South Palm Beach~~, 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 3341. 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 Repairs will be billed according to the fee schedule identified in Attachment 1 to this Agreement. Any 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.

3.02 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.

3.03 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 20 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 its Radio Interoperability Agreement is in force 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
2601 Vista Parkway
West Palm Beach, FL. 33411

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. These revised Attachments 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.

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.

SECTION 9: TERM OF AGREEMENT

The initial term of this Agreement is three (3) years or until the expiration of the Town's direct access, talk group or hub 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 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 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

With a copy to:

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

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

As to the Town:

Town of South Palm Beach Public Safety
3577 South Ocean Boulevard
South Palm Beach, FL 33480
Attn: Chief Roger Crane

Town Manager Rex Taylor
3577 South Ocean Boulevard
South Palm Beach, FL 33480

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.

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:

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

DOROTHY H. WILKEN

By: _____
Deputy Clerk

By: _____
John F. Koons, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERM
AND CONDITIONS

By: _____
County Attorney

By: Arny Wolf
Dir., Facilities Development & Operations

ATTEST:

TOWN CLERK :

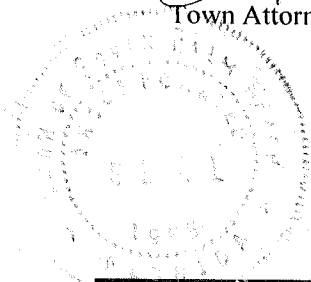
TOWN OF SOUTH PALM BEACH

By: Janet K. Whipple
Janet K. Whipple, Town Clerk

Martin Millar
Martin Millar, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Julie J. Mute
Town Attorney



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

ATTACHMENT 1

Non-Emergency Contact Phone # 561-233-4435

Emergency Contact Phone # 561-712-6428

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% Admin Fee