

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$2,000)	(\$2,000)	(\$2,000)	(\$2,000)	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$2,000)	(\$2,000)	(\$2,000)	(\$2,000)	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: N/A

Budget Account No: Fund 0001 Dept 410 Unit 4150 Object 4901

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

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

C. Departmental Fiscal Review: _____ *W 4.21.11*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB *M. Diaz 4/28/11* *Kevin L. Jacobowitz 4/29/11*
4/27/11 *4/27/11*
 Contract Development and Control

B. Legal Sufficiency:

James C. May Jr 5/3/11
 Assistant County Attorney

This Contract complies with contract review requirements.

C. Other Department Review:

 Department Director

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

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 Village of Palm Springs, a municipal corporation of the State of Florida ("Village").

WITNESSETH

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

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

WHEREAS, the County and the Village 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 Village 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 Village.

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 Village 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 Village prior to commencement of the work.

- 3.03 The Village 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 Village may request services be expedited by requesting that certain work be performed on an overtime basis. Such work can be requested only by authorized Village 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 Village itemizing the costs. The Village 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

- 4.02 The Village may utilize its \$12.50 account to pay for County services as long as it maintains its agreement with the County that provides the Village with access to the County's Public Safety Radio System 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 Village 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 Village 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 Village'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 Village with quarterly detailed summaries of all maintenance charges during the months that maintenance was performed. At any time, the Village may request information which it may require to assist in making fiscal or management decisions.

SECTION 6: ASSET INFORMATION TO BE PROVIDED BY VILLAGE

The Village 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 Village.

SECTION 8: LIABILITY

The Village 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 Village, or (iii) any act or omission of Village, 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 Village or by the Village against a third party, then the Village 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 May 18, 2011, and shall continue for three (3) years or until the expiration of the Village's agreement with the County that provides the Village with access to the County's Public Safety Radio System, whichever comes first. This Agreement may be renewed for one (1) additional term of three (3) years and shall continue for a term of three (3) years or until expiration of the Village's agreement with the County that provides the Village with access to the County's Public Safety Radio System,

whichever comes first. At least eight (8) months prior to the expiration of this Agreement's term, the Village 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 Village 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 Village. Annual updates to the Attachments will not require Board of County Commissioners or Village Council approval, but will be incorporated annually on October 1st upon signature of the Village 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 Village 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
2601 Vista Parkway
West Palm Beach, FL 33411-5610

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

As to the Village:

Director of Public Safety
Palm Springs Public Safety
230 Cypress Lane
Palm Springs, FL 33461

Village Administrator
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

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 Village.

(The remainder of the page is intentionally left 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: _____
Karen T. Marcus, Chair

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

**APPROVED AS TO TERMS AND
CONDITIONS:**

By: _____
County Attorney

By: Audrey Wolf
Audrey Wolf, Director
Facilities Development & Operation

ATTEST:

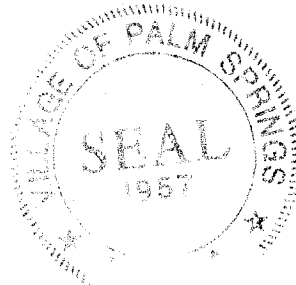
**VILLAGE OF PALM SPRINGS, a
municipal corporation of the State of Florida**

By: Virginia M. Walton
Virginia Walton, Village Clerk

By: Bev Smith
Bev Smith, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: Glen J. Torcivia
Glen J. Torcivia, Village Attorney



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

ATTACHMENT 1

Non-Emergency Contact Phone # 561-233-0830

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% Administrative Fee