



## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	6,345	6,345	6,345	-0-
External Revenues	-0-	(6,345)	(6,345)	(6,345)	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
<b>NET FISCAL:</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>

# ADDITIONAL FTE

POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Budget Account No.: Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_

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

Maintenance Agreement Only includes maintenance console, and hourly maintenance services.

Included in the FY 2007 proposed budget. 0001 / 410 / 4150/ 3401 and 0001 / 410 / 4150/ 4901

Annual Maintenance Console services of 6,345 are contracted with Motorola, and the County will invoice the City for the cost. In addition, the City will be invoiced for hourly maintenance services provided by the County. Depending on if and when these services are utilized by the City, the fiscal impact of revenue <sup>CAN</sup> vary. There is no additional cost to the County to provide these maintenance services.

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

## III. REVIEW COMMENTS:

### A. OFMB Fiscal and/or Contract Dev. and Control Comments: *verified included in FY07 proposed Budget.*

*8-29-06*  
 OFMB  
*8-25-06*

*9/1/06*  
 Contract Dev. and Control  
*8/29/06*

### B. Legal Sufficiency.

*9/5/06*  
 Assistant County Attorney

This Contract complies with our contract review requirements.

### C. Other Department Review:

Department Director

## 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 CITY OF GREENACRES, FLORIDA, a municipal corporation of the State of Florida ("City").

### WITNESSETH

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

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

WHEREAS, the County and the City have the ability to lawfully enter into this agreement;

NOW THEREFORE, in conjunction 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 City, including service for the City's radio consoles as part of the County's 800 MHz Master Service Agreement with Motorola, 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 City.

### SECTION 2: RADIO MANAGEMENT FACILITY

The County operates a radio maintenance & repair facility. The facility is located at 3323 Belvedere Road, Building 505, West Palm Beach, FL 33406. 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 City 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.

**ATTACHMENT #1**

- 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 City prior to commencement of the work.
- 3.03 The City 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 City may request services be expedited by requesting that certain work be performed on an overtime basis. Such work can be requested only by authorized City positions pursuant to Section 3.03 and will be performed according to the fee schedule for emergency services.
- 3.05 The City may request in writing that their Radio Communication Consoles be included in the County's 800 MHz Master Service Agreement. Upon receipt of the request, the County will add the City's two (2) radio consoles and associated Console Electronics Bank (CEB) equipment to the County's Master Service Agreement. As part of the System Access Charges billed in November of each year, the City will be billed a separate line item for the actual maintenance costs incurred by the County for the addition of the City's equipment to the Master Service Agreement. Any subsequent request from the City to remove their radio consoles and CEB equipment from the County's Master Service Agreement shall not take effect until the end of the current fiscal year, September 30<sup>th</sup>.

#### **SECTION 4: BILLING SCHEDULE**

4.01 The County will prepare and transmit a quarterly invoice to the City itemizing the costs. The City 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 City 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 City 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  
3323 Belvedere Rd, Building 503  
West Palm Beach, FL. 33406

## **SECTION 5: ANNUAL RATE/BUDGET INFORMATION TO BE PROVIDED BY COUNTY**

5.01 The County will update Attachment 1 and transmit same to the City 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 City'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 City with quarterly detailed summaries of all maintenance charges during the months that maintenance was performed. At any time, the City may request information which it may require to assist in making fiscal or management decisions.

## **SECTION 6: ASSET INFORMATION TO BE PROVIDED BY CITY**

The City 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 City.

## **SECTION 8: LIABILITY**

The City 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 City, or (iii) any act or omission of City, 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 City or by the City against a third party, then the City 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 October 1, 2006 and shall continue for three (3) years or until the expiration of the City's temporary access, 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 City 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 City 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 City. Annual updates to the Attachments will not require Board of County Commissioners or City Council approval, but will be incorporated annually on October 1<sup>st</sup> upon signature of the City 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 City 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  
3200 Belvedere Road, Building 1169  
West Palm Beach, FL 33406

With a copy to:

800 MHz System Administrator  
3323 Belvedere Road, Building 505  
West Palm Beach, FL 33406

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

As to the City:

Greenacres Public Safety  
2995 Jog Road  
Greenacres, FL 33467  
Attn: Lieutenant Steven Booth

City Manager  
5985 Tenth Avenue North  
Greenacres, FL 33463

#### **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 City.

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: \_\_\_\_\_  
Tony Masilotti, Chairman

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

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

ATTEST:  
CITY CLERK:

By: Sondra K. Hill  
City Clerk - Sondra K. Hill

APPROVED AS TO TERM  
AND CONDITIONS

By: Anthony Wolf  
Dir., Facilities Development & Operations *nyd*

CITY OF GREENACRES, FLORIDA

Samuel J. Ferreri  
Samuel J. Ferreri, Mayor



**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% Administrative Fee

Maintenance Costs for Radio Consoles and CEB Equipment:  
October 1, 2006 – September 30, 2007: \$6534.98  
October 1, 2007 – Expiration of Contract: To be determined based on County's Master Service Agreement