

RESOLUTION NO. 577-89

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH  
AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT  
WITH METRO-DADE COUNTY FOR THE TOWN PURCHASE AND FINANCING  
OF RADIO EQUIPMENT AND PROVIDING FOR THE OPERATION AND  
MAINTENANCE OF THE PROPOSED COUNTY-WIDE POLICE TRUNCATED  
RADIO COMMUNICATION SYSTEM

WHEREAS, the County has acquired and will operate an 800 Megahertz  
trunking radio communications system for use by its police department, and

WHEREAS, the Town desires to continue to be a part of the County's  
police radio communications network, and

WHEREAS, the County and Town both endeavor to provide their citizens  
with the best possible police services supported by up-to-date technology.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF  
GOLDEN BEACH:

Section 1. That the Town Council approves the Interlocal Agreement  
("Exhibit A") attached hereto.

Section 2. That the Mayor is authorized to execute said agreement  
with Metro-Dade County.

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,  
Florida this 19 day of December, 1989.

The Motion to adopt the foregoing Resolution was offered by:

Councilman Duffner  
seconded by:

Councilman Tweddle  
and on roll call the following vote ensued:

Mayor Tobin	<u>aye</u>
Vice Mayor Sorota	<u>aye</u>
Councilman Duffner	<u>aye</u>
Councilman Fried	<u>aye</u>
Councilman Tweddle	<u>aye</u>

  
\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  


AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into as of this day of 1990, by and between Dade County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "COUNTY") and the TOWN of Golden Beach, a municipal corporation under the State of Florida, (hereinafter referred to as the "TOWN.")

WITNESSETH:

WHEREAS, the COUNTY has acquired and will operate an 800 Megahertz trunking radio communications system for use by its police department and,

WHEREAS, the TOWN desires to continue to be a part of the COUNTY's police radio communications network, and

WHEREAS, the COUNTY and the TOWN both endeavor to provide their citizens with the best possible police services supported by up-to-date technology.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained the COUNTY and the TOWN do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

ARTICLE I

Responsibilities of the COUNTY

The COUNTY agrees to:

1. Acquire a countywide 800 megahertz truncated radio communication system (hereinafter referred to as the "SYSTEM".) Acquisition of the SYSTEM will include all of the equipment that is required by the COUNTY, as well as the equipment that will be required by the TOWN. This equipment will include, but not be limited to, mobile radio units, hand-held radios, transmitters, receivers, protocols, training materials, etc.

of the SYSTEM that have not been purchased by the TOWN. This equipment may include, but not be limited to, microwave towers, dispatcher consoles, and receivers and transmitters.

4. To provide trained and qualified personnel to operate the SYSTEM on a seven (7) days a week, 24 hour a day basis. These employees may include, but not be limited to, dispatchers, communications engineers and maintenance technicians.

5. To insure that the SYSTEM will provide the TOWN with police radio communications that will be effective throughout its entire geographic jurisdiction.

## ARTICLE II

### Responsibilities of the TOWN

The TOWN agrees to:

1. Purchase from the COUNTY, in accordance with Article \_\_\_\_\_, all equipment that will enable it to transmit and receive information over the COUNTY's 800 megahertz system. The quantities, types, and costs of the equipment are detailed in Attachment "A", which is incorporated into the body of this AGREEMENT herein by reference.
2. Maintain all functional records and accounts that relate to this AGREEMENT in accordance with generally accepted accounting principals (GAAP) and provide the COUNTY, the Florida Department of Law Enforcement, or the Federal Bureau of Investigation access to said accounts and records for auditing purposes for a period three years after the termination of the AGREEMENT.

## ARTICLE THREE

### Financing and Reimbursement Terms

As stipulated in Article One, Responsibilities of the

The TOWN agrees to reimburse the COUNTY for its prorata share of the debt service payments. The TOWN's prorated share of the debt service will include interest and principal amounts as well as its prorata share of the cost of issuance. Exact dollar amounts can not be determined at this point because the type of financing mechanism that will be used has not been determined as of yet.

The TOWN agrees to reimburse the COUNTY its prorata share on a monthly basis. The TOWN will submit payments to the County's Finance Department on the 1st day of each month, until the debt instrument is retired by the COUNTY.

#### ARTICLE FOUR

##### Right to Offset

If for any reason the TOWN fails to meet its financial obligations as set forth in this AGREEMENT, the COUNTY reserves the right to offset any other sums due the TOWN from any source whatsoever in an amount equal to the TOWN's obligations (See Article Three).

#### ARTICLE FIVE

##### Indemnification and Hold Harmless

The TOWN agrees to indemnify and save the COUNTY harmless from any and all claims, liability, losses and causes of actions arising out of any willful or negligent act, error or emission of the TOWN, its officers or employees, to the extent authorized by 768.28 (1987), the laws of the State of Florida, incidental to the utilization by the TOWN of any services provided by the COUNTY under this AGREEMENT; and to the extent of any such claim, liability, loss or cause of action, shall pay all such claims and losses and costs and judgments which may issue thereon, as well as any attorney's fees incurred.

## ARTICLE SEVEN

### Correspondence

It is understood and agreed that any notices or other written communications that result from or are related to this AGREEMENT shall only be considered delivered when done so by certified mail.

## ARTICLE EIGHT

### Settlement of Disputes

The TOWN agrees that the COUNTY Manager shall decide all questions, difficulties and disputes, of whatever nature, which may arise under or by reason of this AGREEMENT and the rendering of services and performance of obligations hereunder, and that the COUNTY's decisions hereunder shall be binding upon the parties hereto. Nothing contained in this AGREEMENT prevents either party from seeking satisfaction through a court of competent jurisdiction.

## ARTICLE NINE

### Term of the Agreement

The duration of this AGREEMENT shall be indefinite and all of its terms and conditions shall remain in full force and effect until such time that the AGREEMENT is terminated or modified by mutual consent and adopted by appropriate action of the Board of COUNTY Commissioners.

## ARTICLE TEN

### Insurance

The Municipality shall furnish to Dade County Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

Personal Property Coverage written on an "All Risk" replacement cost basis to cover 100% of the value of the equipment. Dade County must be shown as an additional insured as their

Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County Risk Management Division.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

ARTICLE ELEVEN

Assignments

The TOWN's obligations hereunder are not assignable. The TOWN shall not assign, transfer, pledge, hypothecate, surrender, or otherwise encumber or dispose of any of his rights under this contract, or any interest in any portion of same, without the prior written consent of the COUNTY.

ARTICLE TWELVE

The paragraph headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this AGREEMENT. No representations or warranties shall be binding upon either party unless expressed in writing herein.

ARTICLE THIRTEEN

Modifications

This AGREEMENT may not be altered, changed or modified except by or with the written consent of the COUNTY and approved by appropriate action of the Board of County Commissioners.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their respective and duly authorized officers the day and year first above written.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

## ATTACHMENT "A"

## GOLDEN BEACH AMENDED LIST

<u>TYPE OF EQUIPMENT</u>	<u>QUANTITY</u>	<u>ESTIMATED COST PER UNIT</u>	<u>ESTIMATED TOTAL COST</u>
A - Base Station	1	3,374.05	3,374.05
B - Hand Held	7	2,517.39	17,621.73
C - Mobile	4	1,921.26	7,685.04
D - Battery Chg/Mult	1	547.20	547.20
E - Battery Chg/Sng	2	161.02	322.04
F - Speaker Mike	4	160.19	640.76
G - Batteries	6	68.00	408.00
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			30,598.82