

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

**Meeting Date:** February 7, 2017  **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 Village of Palm Springs ("Participant") allowing for direct access to the County's Public Safety Radio System ("System").

**Summary:** This Interlocal Agreement (Agreement) provides the terms and conditions under which the Participant can directly access the System. The terms of this Agreement are standard and have been offered to all municipalities and local branches of State/Federal agencies where connection through an established municipal hub is not technically feasible. This Agreement requires that the Participant pay a one-time \$3,234.00/unit access or capacity charge as well as annual fees of \$211.42/unit towards the renewal and replacement fund and \$226.00/unit towards maintenance and operation of the system infrastructure. The annual fees are consistent with those being charged to the County departments. The Participant is required to pay all costs associated with Participant's subscriber units and to comply with the established operating procedures for the System. The Participant will assign representatives to participate in user committee meetings to discuss system maintenance and administration issues. In order to accommodate mid-year budgetary constraints, the Agreement contains a provision allowing the Participant to pay the one-time connection charges at any time prior to February 21, 2019. In addition, the Agreement allows the Participant to elect to transfer a frequency with countywide coverage to the County for a one-time credit of \$130,000 against the one-time connection charges. Both of these provisions are standard provisions extended to other direct connect participants. The term of the Agreement is for five (5) years and there are two (2) renewal options, each for a term of four (4) years. The Agreement may be terminated by either party, with or without cause on October 1<sup>st</sup> of any year, with a minimum of six months notice. (ESS) **Countywide (LDC)**

**Background and Justification:** The County installed its Public Safety Radio System consistent with the concept set forth by the 1995 CJC approved Law Enforcement Countywide Communications Plan. It was designed so that other agencies would achieve interoperability via one of two methods; a municipal regional radio hub ("Hub") or by directly accessing the County system. The preferred method for connecting to the Public Safety Radio System is through the Hub since the Hub's radio capacity is not on the County's system. However, there are some circumstances where connection via a Hub is not possible. The two obvious circumstances are 1) when a Hub does not exist, or 2) when a Hub cannot provide coverage or capacity to the agency. In the case of the Participant, there is no Hub and therefore the Participant must access the County's Public Safety Radio System directly.

**Attachments:**

Interlocal Agreement

**Recommended By:** Armany Wolf 1/21/17  
**Department Director** **Date**

**Approved By:** CC Baker 1/24/17  
**County Administrator** **Date**

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$183,571)	(\$21,871)	(\$21,871)	(\$21,871)	(\$21,871)
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>(\$183,571)</u>	<u>(\$21,871)</u>	<u>(\$21,871)</u>	<u>(\$21,871)</u>	<u>(\$21,871)</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

**Is Item Included in Current Budget:** Yes   No \_\_\_\_\_

Budget Account No:

Fund	<u>0001</u>	Dept	<u>410</u>	Unit	<u>4150</u>	Revenue Source	<u>4901</u>	(\$21,871.)
Fund	<u>3801</u>	Dept	<u>411</u>	Unit	<u>B209</u>	Revenue Source	<u>3728</u>	(\$161,700.)

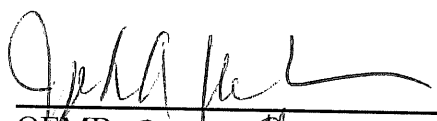
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

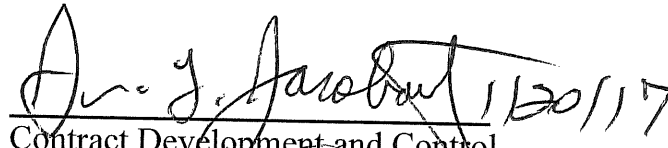
The one-time connection charges can be funded at any time prior to February 21, 2019 however, the Village has indicated that the chargers will be paid in the FY 17. Also, the agreement provides for the Village to elect a one- time credit of \$130,000 against in the event that the Village's frequency 856/811.8625 MHz is successfully transferred to the County.

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

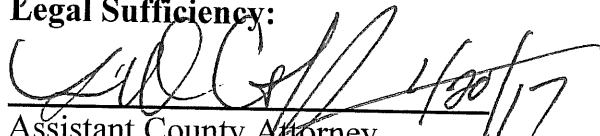
**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

  
 \_\_\_\_\_  
 OFMB 2/1/17 1/11/17

  
 \_\_\_\_\_  
 Contract Development and Control  
 1/19/17 (Ja)

**B. Legal Sufficiency:**

  
 \_\_\_\_\_  
 Assistant County Attorney

**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 on \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida (“County”) and Village of Palm Springs, a municipal corporation of the State of Florida (“Participant”).

### WITNESSETH

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

**WHEREAS**, the County has purchased, designed, installed, and operates a Public Safety Trunked Radio System that supports the needs of the Palm Beach County Sheriff’s Office, Palm Beach County Fire Rescue, Palm Beach County Emergency Medical Services, and various Palm Beach County general government agencies; and

**WHEREAS**, the County and the Participant have determined that the ability to provide interoperable communications is critical to the effective and efficient provision of public safety and general government services; and

**WHEREAS**, it has been determined to be mutually beneficial to both Parties to execute this Agreement which sets forth the parameters under which the Participant can directly access the County’s Radio System saving the taxpayers money of both the County and the Participant as well as the opportunity to receive the public safety benefit of interoperability; and

**WHEREAS**, connection to the County’s System through a Municipal Hub is not technically feasible; and

**WHEREAS**, Section 163.01, Florida Statutes, permits public agencies to enter into Agreements to jointly exercise any power, privilege or authority which such agencies share in common and which each might exercise separately.

**NOW THEREFORE**, in conjunction with the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

### SECTION 1: PURPOSE AND DEFINITIONS

- 1.01 The purpose of this Agreement is to set forth the parameters under which the County will make access to its Public Safety Trunked Radio System (“System”) available to the Participant. This Agreement identifies the conditions of use, the cost of access and on-going use, and the ability of the Participant to participate in the operational decisions relating to the Public Safety Radio System.

1.02 Definitions

- 1.021 Common Countywide Talk Groups: Talk groups established on the County's System that are made available to County agencies, municipalities and other non-County agencies.
- 1.022 Participant Equipment: Also known as "agency radios," are Participant owned 800 MHz handheld and mobile radios and control stations that have the ability to be programmed and used on the County's System.
- 1.023 Microwave System: A communications system utilizing frequencies in the microwave range to route audio and control signals between sites in a multi-site communications system.
- 1.024 Prime Site: The location of the County's Smartzone™ Controller.
- 1.025 SmartZone Controller: The SmartZone Controller is the central computer that manages and controls the operation of the System. The SmartZone Controller manages access to System features, functions, and talk-groups.
- 1.026 System: The Public Safety Trunked Radio System funded, purchased, installed, maintained and owned by the County. The System includes fixed transmitting and receiving equipment, a microwave system for communications between sites, System control and management equipment, dispatch consoles, a SmartZone controller located at the prime site and other related equipment.
- 1.027 System Administrator: An employee within the Electronic Services & Security Division of the Facilities Development & Operations Department with the title Radio System Administrator who is responsible for day to day administration and management of the System and the County's designated contact person pursuant to various sections of this Agreement.

**SECTION 2: ADMINISTRATION OF THE COUNTY'S PUBLIC SAFETY RADIO SYSTEM AND USAGE PROCEDURES**

- 2.01 The Palm Beach County Electronic Services & Security Division is charged with responsibility for administering the System. The Public Safety Radio System Administrator will be the Participant's day to day contact and can be reached at 561-233-0837. The Electronic Services & Security Division is staffed from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Dispatch Center at 561-712-6428 and the appropriate contact will be made.

2.02 The Network Administration Plan as identified in Attachment I, is to identify the general procedures for the management of the System and procedures for input into operating and technical policy development. The plan established the Countywide Radio System Steering Committee (CRSSC), who is responsible for overseeing and implementing the policies and procedures for the System.

2.021 The CRSSC is supported by User Committees in each discipline utilizing the System. The Participant shall assign representatives to attend User Committee meetings for each of the law enforcement, fire-rescue, and public works disciplines for which the Participant has subscriber units programmed on the System. Participants at these meetings will discuss all System maintenance and administration issues. As agreed to by the User Committee members, issues discussed and approved at the meetings shall be forwarded to the Network Administrator and/or the CRSSC for final approval and implementation.

2.03 The Participant shall follow all policies and standard operating procedures in place at the time of this Agreement, a list of which are included in Attachment I, as well as those developed in the future and issued to the Participant by the System Administrator. The Participant agrees to comply with any enforcement actions required by these policies and procedures for misuse or abuse of the System.

### **SECTION 3: 800 MHz AND MICROWAVE SYSTEM MAINTENANCE AND REPAIR PROGRAM**

3.01 The County Public Safety Trunked Radio System and Microwave System consists of ten (10) transmit and receive sites with co-located microwave equipment and three (3) microwave only sites that provide network connectivity as well as the ability to interconnect with co-located County owned dispatch equipment.

3.02 The County will perform routine and preventative maintenance on the System according to its established procedures. This maintenance includes trouble shooting and making all repairs on a 24/7/365 basis as well as performing preventive maintenance on the System including, but not limited to, radio and microwave equipment, control/management and alarm systems, towers and equipment shelters and backup power generators and air conditioners. Neither this maintenance nor the annual System maintenance charge includes dispatch consoles. The Participant will pay the County an annual charge of \$226.00 per unit for maintenance of the System. The annual cost of maintenance will be reviewed every three (3) years starting January 3, 2018 and may be adjusted for the following fiscal year by notice to the Participant no later than April 1st; by the County's Facilities Development & Operations Department. In any case, the cost of maintenance to the Participant shall be equal to that charged to a County Department.

3.03 In the event of termination of this Agreement by County and with no fault of the Participant, the Participant shall be reimbursed the pro rata share of maintenance fees based on the date of termination. In the event of termination by the Participant, no maintenance fees will be reimbursed.

## SECTION 4: PARTICIPANT RESPONSIBILITIES AND EQUIPMENT

4.01 The Participant's Equipment will be 800 MHz mobile, portable, and control station equipment programmed to be used on the System. The equipment used will be compatible with Motorola 800 MHz SmartZone communication systems. Equipment other than that manufactured by Motorola shall be approved by the System Administrator prior to purchase by the Participant. The Participant will be required to keep its equipment in proper operating condition and the Participant is solely responsible for maintenance of its radio equipment.

4.02 Within 15 days of execution of this Agreement, the Participant is to provide the County with a single Participant Representative who is the Participant's single point of contact for matters relating to this Agreement.

4.03 Within 15 days of the execution of this Agreement, the Participant is to provide the County with a list of persons/positions, which are authorized to request programming changes to existing units or new units. No programming will be undertaken by the Participant until requested and approved in writing by the System Administrator.

4.031 The Participant will only program the Common Talk Groups into its radio that are authorized by the County to the Participant for its use. The Participant shall **not** program talk groups of other agencies into its radios without a letter of authorization or a signed agreement from the County. The System Administrator shall be provided with all such authorization letters from cities.

4.032 The Participant will be required to program the Common Countywide Talk Groups which reside on the System for use by the Participant for interagency communications into its radios. The calling talk groups, in addition to one operational talk-group for the applicable discipline shall be required as a minimum. The Participant may include Common Talk Groups as necessary to meet their operational requirements. These talk groups shall be in addition to the mutual aid channels required by the Florida Region Plan.

4.033 The Participant may request the use of encryption, but the utilization of such capabilities is only for covert use and not for daily dispatch communications. The County will assign digital ID's in an amount equal to 10% of the Participant's analog ID allocation. The Participant will be responsible to provide the County the Digital ID assignments as required by Section 4.07. Should the Participant require access to the encrypted talk-groups by their dispatch center they will need to allow the "Key Loading" of the Participant's encryption code into the System by the County or its service provider.

4.034 If regionalized "Hub" systems are added to the System and if required to maintain capacity on the System, the Participant signing this Agreement may be requested to reassign their radios to one of the "Hub" systems. If the Participant is requested to be reassigned, the Participant shall agree to reassign their radios to the Hub providing that

the County maintains the equivalent radio coverage within the Participant's boundaries and County pays to reprogram the Participant's radios.

4.04 The Participant shall receive certain access codes to the System and shall be responsible to safeguard the code information from release to unauthorized parties. The Participant shall be responsible for notifying the System Administrator prior to, or within 2 hours of terminating employees or commercial service providers which had knowledge of the access codes so that the access codes can be modified and the System secured.

4.041 Service staff directly employed by the Participant shall be considered authorized to receive access and programming codes for the maintenance of the Participant's radio equipment.

4.042 Commercial service providers are not considered authorized to receive access or programming codes for the System. Agencies that plan to use commercial services for their subscriber maintenance must include confidentiality requirements in their contracts with the service providers. These requirements must be reviewed and approved (which approval will not be unreasonably withheld) by the System Administrator prior to the Participant executing its contract with a commercial service provider.

4.05 The Participant is solely responsible for the performance and the operation of the Participant Equipment and any damages or liability resulting from the use thereof. Should the County identify malfunctioning Participant Equipment; the County will request that the Participant discontinue use of the specific device until the repairs are completed. The County may, after proper written notification to the Participant and with the concurrence of the CRSCC, disable the equipment from the System if the device is causing interference to the System. In the case of lost or stolen equipment, the Participant will notify the System Administrator by e-mail or fax authorizing the System Administrator to disable the equipment. The Participant will provide the Radio ID number and the serial number of the radio. The System Administrator will advise back via e-mail when the radio has been disabled. A request by the Participant to re-activate a disabled unit will also be required by e-mail or fax to the System Administrator.

4.06 As of this time, the System does not support the use of roaming, private call, or telephone interconnect. In the future the County may activate some or all of these features should the loading of the System allow. The Participant will not program these features into the Participant's radios. If roaming, private call, and/or telephone interconnect are allowed on the System in the future, the Participant may, at its own expense, reprogram the Participant's radios. The County will provide an amendment to this Agreement defining the uses and required programming should these features become available on the System.

4.07 The Participant will be required to provide to the County an initial inventory of the radios that are proposed to be programmed onto the System. The Participant will provide the following information to the County:

1. Radio manufacturer and model numbers.
2. Radio serial numbers.
3. Requested aliases to be programmed.
4. List of programming changes requested.
5. Talk group required.
6. Common talk groups required.
7. Other agency talk groups required.

The System Administrator will then compile this information and transmit back to the Participant a matrix of the approved talk groups, aliases, and radio ID numbers prior to the Participant's radios being programmed into the System. The Participant is responsible for adhering to the talk group and radio ID allocations established by the County. The County's talk group and radio ID allocations are on file with the County and available upon request.

- 4.08 Nothing in this Agreement shall represent a commitment by the County or shall be construed as intent by the County to fund any portion of the Participant's Equipment.

#### **SECTION 5: SYSTEM RENEWAL AND REPLACEMENT FUND**

- 5.01 The County implemented an 800 MHz System Renewal and Replacement Fund ("Replacement Fund"). The purpose of this fund is to provide a structured "savings plan" by which the cost of the equipment renewal and replacement is prorated over the estimated life of the System and paid on an annual basis throughout that life. The Replacement Fund is used for replacement of dispatch consoles. The Replacement Fund may be used to expand the System as determined appropriate by the County, however the Replacement Fund will not be used to expand or add dispatch consoles.
- 5.02 The Participant shall pay the County \$211.42 per unit per year for the Replacement Fund. The annual Replacement Fund contributions may be reviewed every three (3) years starting January 3, 2018 and may be adjusted for the following fiscal year by notice to the Participant by the County's Facilities & Operations Department issued by April 1<sup>st</sup>. In any case, the cost shall be equal to that charged to a County Department.
- 5.03 In the event of a termination of this Agreement by the Participant or the County, the Participant will not be reimbursed for any contributions to the Replacement Fund.

#### **SECTION 6: ONE TIME SYSTEM ACCESS CHARGE**

- 6.01 The Participant will pay a one-time access charge for each subscriber unit on the System in the amount of \$3,234.00 per unit. Each subscriber unit added to the System will be charged the same amount at the time the unit is programmed for System access.
- 6.02 The Participant may elect to pay the one-time access charge described in in Section 6.01 in periodic installments of any amounts providing that the entire amount owed is paid prior to February 21, 2019.



- 6.03 The one-time connection charge may be reviewed every three (3) years starting January 3, 2018 and adjusted for the following fiscal year by notice to the Participant by the County's Facilities Development & Operations Department issued by April 1<sup>st</sup>. In any case, the cost shall be equal to that charged to a County Department.
- 6.04 In the event of any termination of the Agreement, the one-time access charges will not be reimbursed.
- 6.05 The Participant may permanently transfer ownership of the Participant's 800 MHz frequency (856/811.8625MHz), with a valued of \$130,000.00, to the County to offset a portion of the amount owned by the Participant for the one-time access charges under this Agreement. The County will credit the \$130,000.00 upon receipt of a license grant by the Federal Communications Commission. Upon termination or expiration of his Agreement, the County will retain the frequency.

#### **SECTION 7: ANNUAL BUDGET INFORMATION TO BE PROVIDED**

- 7.01 The County may review and update the fees and charges as identified in Sections 3, 5 and 6 once every three (3) years and transmit same to the Participant prior to April 1<sup>st</sup> for the following fiscal year beginning October 1<sup>st</sup>. These revised fees and charges will be applicable for the upcoming fiscal year and will automatically become a part of this Agreement on October 1<sup>st</sup> of the applicable year.
- 7.02 The Participant will be responsible for estimating the number of units which it will have on the System for the upcoming fiscal year and budgeting accordingly based on the fees and charges described in Section 7.01. In order to assist the Participant, the County will compile a list of the active radios that the Participant has on the System in the current year and will transmit information described in Section 7.01 for information purposes only. The Participant shall be responsible for budgeting for any additional radios that it proposes to add to the System in the current fiscal year.

#### **SECTION 8: BILLING SCHEDULE**

- 8.01 Each November 15<sup>th</sup>, the County will invoice the Participant for the number of radios that were on the System as of the prior September 30<sup>th</sup> using the per unit fees and charges described in Sections 3 and 5 of the Agreement. If the Effective Date of this Agreement is between November 15<sup>th</sup> and September 30<sup>th</sup>, the Participant will be charged pursuant to Section 8.02.
- 8.02 Any additional radios which the Participant requests to operate on the System will be charged fees for a full year pursuant to Sections 3 and 5, regardless of the time of the year that the additional unit is programmed into the System.
- 8.03 The County shall prepare and transmit a separate invoice for the one-time access charge pursuant to Section 6 of this Agreement within 10 days of the Participant's request for

subscriber units to be programmed on the System. The Participant shall pay the one-time access charge no later than February 21, 2019 for the subscriber units programmed on or around the Effective Date of this Agreement. Thereafter, the Participant shall pay the one time access charge for additional subscriber units programmed at any time prior to October 15<sup>th</sup> of each year..

- 8.04 Upon receipt of any invoice, the Participant will immediately review same 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 (except for invoices issued pursuant to Section 8.03).

Payment for all invoices shall be sent to:

Facilities Development & Operations  
Fiscal Manager  
2633 Vista Parkway  
West Palm Beach, FL 33411-5603  
Attn: 800 MHz Interlocal Agreement # \_\_\_\_\_, Invoice # \_\_\_\_\_

**SECTION 9: COUNTY RESPONSIBILITIES**

- 9.01 The County shall be responsible for the maintenance and operation of the System as set forth in Section 3. The County shall notify the Participant Representative in advance of scheduled maintenance which impacts the users of the System and shall respond to emergencies in the time frames and according to the procedures identified. Routine maintenance that affects System coverage and/or capacity shall be attempted to be made during non-peak hours.
- 9.02 The County shall be responsible for all permitting, licensing, and fees associated with the operation of the System.
- 9.03 The County shall be responsible for the management of the Replacement Fund and, through same, responsible for the capital replacement or expansion of System equipment and infrastructure as set forth in Section 5.
- 9.04 The County shall maintain radio coverage within the Participant’s municipal boundaries as described in the contract with Motorola throughout the term of this Agreement except for times of scheduled preventative maintenance, where it will be required to disable portions of the network for a pre-determined length of time or during times of System failures.
- 9.05 The County will provide notifications of System problems and time for System restoration to the Participant Representative within the time frames identified in Attachment I.

9.06 The County shall be responsible for talk group and fleet mapping management in accordance with the procedures and policies identified herein.

## **SECTION 10: INDEMNIFICATION AND LIABILITY**

The County makes no representations about the design or capabilities of the County's System. The Participant has decided to enter into this Agreement and use the County's System based on its review of the System design, System coverage, manufacturing and installation details and review of any subsequent field measurements and testing data as may exist. The County agrees to use its best efforts to provide the Participant with the use of the System described in the Agreement, but makes no guarantee as to the continual, uninterrupted use of the System, or its fitness for the communication needs of the Participant.

Participant shall, subject to the limits of liability set forth in Section 768.28, Florida Statutes, indemnify, defend and save 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 County's System; (ii) use by Participant, or (iii) any act or omission of Participant, its agents, contractors, employees or invitees. In case County shall be made a party to any litigation commenced against Participant or by Participant against any third party, then Participant shall protect, defend and hold harmless and pay all costs and attorneys fees incurred by County in connection with such litigation, and any appeals thereof.

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omission, and/or negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

Neither the County nor the Participant shall be liable to each other or for any third party claim, which may arise out of the services provided hereunder or of the radio System itself, its operation or use, or its failure to operate as anticipated, upon whatever cause of action any claim is based. The System is designed to assist qualified law enforcement, fire, and other emergency service professionals. It is not intended to be a substitute for the exercise of judgment or supervision of these professionals. Both parties acknowledge that the responsibility for providing law enforcement, fire, or other emergency services rests with the agency which is providing such service and not necessarily either party to this Agreement.

The terms and conditions of this Agreement incorporate all rights, responsibilities, and obligations of the parties to each other. The remedies provided herein are exclusive. The County and the Participant waive all remedies, including, but not limited to, consequential and incidental damages.

## **SECTION 11: OWNERSHIP OF ASSETS**

All assets maintained under Section 4 of this Agreement will remain assets of the Participant at all times. Parts incorporated into assets owned by Participant will immediately become a part of the asset and will be the property of the Participant. All other assets involved in the System will remain the County's, despite the Participant's financial contribution to their maintenance, renewal and replacement.

## **SECTION 12: TERM OF AGREEMENT**

The initial Term of this Agreement is for five (5) years and shall commence immediately upon approval and execution of this Agreement by the Palm Beach County Board of County Commissioners (the "Effective Date"). The Agreement may be renewed for two (2) additional Terms of four (4) years each. At least eight (8) months prior to the expiration of this Agreement's Term, the Participant shall provide the County with a request to renew this Agreement. Such renewal will require approval of both parties and the County may not unreasonably withhold its approval of the renewal.

## **SECTION 13: AMENDMENTS TO THIS AGREEMENT**

This Agreement may be amended from time to time by written amendment executed by both the Board of County Commissioners and the Participant Council.

## **SECTION 14: TERMINATION**

This Agreement may be terminated by either party, with or without cause. Any termination shall be effective only on October 1<sup>st</sup> of any year and shall be with a minimum of six (6) months notice. In the event of termination, repayment of financial contributions, made by the Participant to the County System will be made according to the applicable sections of this Agreement.

## **SECTION 15: ANNUAL BUDGET APPROPRIATIONS**

The County's and the Participant's performance and obligations to pay pursuant to this Agreement are contingent upon annual appropriation for its purpose by the Board of County Commissioners and the Participant's Council.

## **SECTION 16: NOTICES**

Any notice given pursuant to the terms of this Agreement shall be in writing and be delivered 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:

County Administrator  
Palm Beach County  
301 North Olive Avenue  
West Palm Beach, FL 33401

Director, Facilities Development & Operations  
2633 Vista Parkway  
West Palm Beach, FL 33411-5603

With copies to:

Radio System Administrator  
2633 Vista Parkway  
West Palm Beach, FL 33411

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

As to the Participant:

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

With copies to:

Police Chief  
Village of Palm Springs  
230 Cypress Lane  
Palm Springs, FL 33461

Brian Shutt, Esquire  
Law Offices of Glen J. Torcivia, P.A.  
Northpoint Parkway, Suite 209  
West Palm Beach, FL 33407

#### **SECTION 17: APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Florida.

**SECTION 18: FILING**

A copy of this Agreement shall be filed with the Clerk & Comptroller, Palm Beach County.

**SECTION 19: ENTIRE AGREEMENT**

This Agreement and any Attachments attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between the County and the Participant concerning the System. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon the County or Participant unless reduced to writing and signed by them.

**SECTION 20: DELEGATION OF DUTY**

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of the County's or the Participant's officers.

**SECTION 21: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL  
AUDIT REQUIREMENTS**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**SECTION 22: NO THIRD PARTY BENEFICIARY**

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Participant.

**SECTION 23: NON-DISCRIMINATION**

Pursuant to Resolution R-2014-1421, as amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status,

marital status, sexual orientation, gender identity and expression, disability, or genetic information.

The Participant has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the Participant does not have a written non-discrimination policy, or one that conforms to the County's policy, it has affirmed through a signed statement provided to County that Participant will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

INTENTIONALLY CONTINUED ON NEXT PAGE

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: \_\_\_\_\_  
, Mayor

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

**APPROVED AS TO TERMS AND  
CONDITIONS:**

By: *[Signature]*  
County Attorney

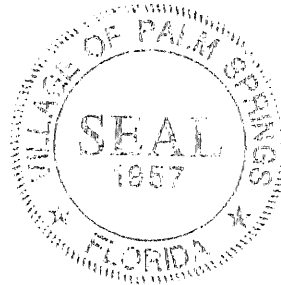
By: *Audrey Wolf*  
Audrey Wolf, Director  
Facilities Development & Operations

**WITNESS:**

**VILLAGE OF PALM SPRINGS, a municipal  
corporation.**

By: *Susan Caljean, CMC*  
Witness Signature  
*Susan Caljean*  
Print Signature Name

By: *Bev Smith*  
Bev Smith, Mayor





## Attachment I

### PALM BEACH COUNTY PUBLIC SAFETY RADIO SYSTEM POLICIES AND PROCEDURES

June 2002

<u>Policy / Procedure Title</u>	<u>Last Revision Date</u>
1. Countywide Use of 800 MHz System (O.P. # I-01)	Oct. 1, 2001
2. Countywide Use of 800 MHz System Talk Groups (O.P. # I-04)	Oct. 1, 2001
3. Monitoring and Evaluation of Public Safety Radio System Talk Groups (O.P. # I-05)	Oct. 1, 2001
4. Emergency Medical Communications (O.P. # I-06)	Oct. 1, 2001
5. Reporting of Problems and Modifications of the Public Safety Radio System (O.P. # I-07)	Oct. 1, 2001
6. Countywide Use of Public Safety Radio System During Times of Catastrophic Failure which result in non-trunking "conventional" operation (O.P. # I-10)	Oct. 1, 2001
7. Network Maintenance and Administration Plan	June 6, 2002