PUBLIC NOTICE/AGENDA
TOWN COMMISSION MEETING
Tuesday December 10, 2019 at 10:00 a.m.

Town Commission Meeting

<table>
<thead>
<tr>
<th>Town Commission</th>
<th>Town Staff</th>
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<tr>
<td>Keith Waters, Mayor</td>
<td>Linda Stumpf, Town Manager</td>
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<tr>
<td>Simone Bonutti, Vice Mayor</td>
<td>Carmen Mattox, Chief of Police</td>
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<td>Jack Doyle, Mayor Pro Tern</td>
<td>Lisa S. Petersen, Town Clerk</td>
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<td>Clark Appleby, Commissioner</td>
<td>Tina Stinson, Deputy Clerk</td>
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<tr>
<td>Hank Siemon, Commissioner</td>
<td>Keith W. Davis, Town Attorney</td>
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<td>Stewart Satter, Commissioner</td>
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<td>Richard Granara, Commissioner</td>
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CALL TO ORDER & PLEDGE OF ALLEGIANCE
AGENDA ADDITIONS, DELETIONS OR SUBSTITUTIONS
MAYOR’S COMMENTS

CONSENT AGENDA:
1. Minutes November 12, 2019 Town Commission Meeting and Workshop Minutes
2. Police Department Report and Fire/Rescue Response Time Report for November
3. Mock, Roos CSA-to provide engineering services to prepare a Feasibility Study & Report for the Town wide Utilities Program.
4. **Inter-local Agreement** with Palm Beach County on the TG Radio in order to provide interoperable radio communications throughout the countywide common talk groups to Manalapan.

REGULAR AGENDA:*Quasi-Judicial Hearing
1. POSTPONED FROM NOVEMBER 12, 2019 VAR-19-1 (Restatement of Previously Granted Development Approvals) Ocean Boulevard Properties, LLC, a Florida Limited Liability Company, 2000 South Ocean Boulevard, is seeking approval of a proposed “Third Amendment to Restatement of Previously Granted Development Approvals and Ratification of Previously Recorded Agreement Relating to 2000 South Ocean Boulevard” in order to allow the subdivision of the property into three lots in the R1-B zoning district all of which meet lot size requirements; and to allow the demolition of certain non-conforming structures and the voluntary voiding of certain previously approved variances associated therewith; and to allow the retention of certain other existing structures, including the main residence and two directly associated accessory structures, and the wall and associated vegetation along the South Ocean Boulevard right-of-way, and to allow the retention of certain other previously approved variances associated therewith; and further seeking approval of a proposed Subdivision Plan. Pursuant to Sections 151.671 and 151.672 of the Manalapan Zoning Code, Town Commission approval of revisions to previously imposed conditions of approval for previously approved variances is required.
2. **Town Manager Stumpf’s Report**

PUBLIC COMMENTS
OTHER BUSINESS
PUBLIC HEARING:
1. **Consideration of Ordinance #369-Amending municipal election dates, runoff dates and qualifying dates in order to coincide with the Presidential Preference Election (Second Reading)**

ADJOURNMENT

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision made by the Town Commission, Special Magistrate or any other Boards or Commissions of the Town with respect to any matter considered at this meeting or hearing, such interested person will need a record of the proceedings, and for such purpose may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The meeting/hearing will be continued from day to day, time to time, place to place, as may be found necessary during the aforesaid meeting. IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), THIS DOCUMENT CAN BE MADE AVAILABLE IN AN ALTERNATE FORMAT (LARGE PRINT) UPON REQUEST AND SPECIAL ACCOMMODATIONS CAN BE PROVIDED UPON REQUEST WITH THREE (3) DAYS ADVANCE NOTICE. Please contact the Town Clerk at (561) 583-9477 - 600 South Ocean Blvd., Manalapan, FL 33462 - townhall@manalapan.org
Meeting Date: December 10, 2019
Agenda Item No.: CA.1
Agenda Item Name: November 12, 2019 Town Commission and Workshop Minutes

ACTION REQUESTED: Discussion ☐ Approval ■

ATTACHMENT:
- November 12, 2019 Town Commission Meeting and Workshop Minutes
Town Commission Meeting  
Tuesday November 12, 2019 at 10:00 a.m.

IN ATTENDANCE

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<th>TOWN COMMISSION</th>
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<td>Keith Waters, Mayor</td>
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<td>Stewart Satter, Commissioner</td>
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PUBLIC:

Bob and Sharon Kirkland (30 Spoonbill), G.K. Shortz (3060 S. Ocean), Bart Smith, Gabriela Matos, Todd Peter and Dan Moffett

TOWN COMMISSION MEETING

CALL TO ORDER & PLEDGE OF ALLEGIANCE

Mayor Waters called the Town Commission meeting to order at 10:00 a.m.

AGENDA ADDITIONS, DELETIONS OR SUBSTITUTIONS

There were none.

CONSENT AGENDA:

1. Minutes: October 22, 2019 Town Commission Meeting
3. RES. 8-19 Approval of FDOT placing an electronic feedback sign at Chillingworth Curve

Vice Mayor Bonutti made a motion to approve the Consent Agenda. Commissioner Siemon seconded the motion which prevailed by the following vote:

YES: Vice Mayor Bonutti, Mayor Pro Tem Doyle, Commissioner Appleby, Commissioner Siemon, Commissioner Granara and Commissioner Satter

VAR 19-1

(Restatement of Previously Granted Development Approvals) Ocean Boulevard Properties, LLC, a Florida Limited Liability Company, 2000 South Ocean Boulevard, is seeking approval of a proposed "Third Amendment to Restatement of Previously Granted
Development Approvals and Ratification of Previously Recorded Agreement Relating to 2000 South Ocean Boulevard in order to allow the subdivision of the property into three lots in the R1-B zoning district all of which meet lot size requirements; and to allow the demolition of certain non-conforming structures and the voluntary voiding of certain previously approved variances associated therewith; and to allow the retention of certain other existing structures, including the main residence and two directly associated accessory structures, and the wall and associated vegetation along the South Ocean Boulevard right-of-way, and to allow the retention of certain other previously approved variances associated therewith; and further seeking approval of a proposed Subdivision Plan. Pursuant to Sections 151.671 and 151.672 of the Manalapan Zoning Code, Town Commission approval of revisions to previously imposed conditions of approval for previously approve variances is required.

Town Manager Stumpf explained that the attorneys for the applicant requested a postponement to the December 10th meeting. She further explained that the request centers around dividing the property into three lots. They plan to keep the original home and the canopy of trees along SR A1A. This application will be discussed at the December 10th meeting.

*TARC-19-1 The J. McLaughlin retail store, located in Suite 232 of Plaza Del Mar, is requesting to make modifications to its storefront. Existing metal entry doors will be changed to more residential styled glass doors framed in wood painted in the signature blue color with Arbormet wood and metal door pulls. The existing aluminum storefront will be painted with an electromagnetic spray in Swedish Gray (PPG-1015 “Quest”). Decorative elements proposed include the addition of black metal and glass light sconce fixtures located on each side of the entrance and the addition of fixed planter boxes. The planter boxes will also be painted in the signature electromagnetic blue color (Interpon, Ral #5003) and will receive faux boxwood green wall elements behind and above each box and attached to exterior grade plywood (Thermaleaf Boxwood mat by Commercial Silk Ink, N.T.S.). Pursuant to Sections 152.21(E). Ms. Matos gave an overview of the project and showed samples of the materials that are to be used. The application included a letter from the Plaza approving the changes. There were no comments from the public.

Commissioner Satter made a motion to approve TARC 19-1. Commissioner Siemon seconded the motion which prevailed by the following vote:

YES: Vice Mayor Bonutti, Mayor Pro Tem Doyle, Commissioner Appleby, Commissioner Siemon, Commissioner Granara and Commissioner Satter

TOWN MANAGER’S STUMPF REPORT:

-Code Enforcement: 1140 S. Ocean is in the zoning review process. The permit has not been issued yet. 45 Audubon is in the process of repainting the house in the approved Arcorm color. There have been issues between 1440 and 1460 S. Ocean concerning the wall on the property line. 131 S. Ocean had fallen into disrepair but the owner cleaned the property after notification. As of this date, 131 S. Ocean has not brought in any plans for redevelopment.
Pension Board met on November 8th. The board met with Dahab & Associates and discussed asset allocations. The Board chose to invest in Fidelity Funds. The portfolio is diversified with risk and return being the driving force. They approved a Summary Plan description document. The Board will meet quarterly to review the financial reports. The same reports will be distributed to the Town Commission.

-Read for the Record-It was held on November 7th. There were 15 children in attendance, our biggest group yet! Vice Mayor Bonutti, Chief Mattox and Town Manager Stumpf all read to the children.

-Season opening Party-is on December 5th at 6:00 p.m., there will also be a tree lighting ceremony that night.

-Elections will be held in March of 2020. We have three seats up for election. Seat #2, At Large held by Clark Appleby, Seat #4 Ocean Seat held by Simone Bonutti and Seat #6 Point Seat held by Richard Granara. Qualifying starts at noon on 11/26/19 and ends at noon on 12/10/19.

- A resident has once again questioned police spending between the Ocean and the Point. Their issue is that the Ocean is covering the cost of the added security on the Point. They have requested cost distribution for the Point and the Ocean. Town Manager Stumpf has explained that Manalapan is one town and not two separate entities and as such we do not divide our expenses that way. The Town has added a third officer on duty for additional coverage on the Ocean. We have eight ATV patrols in a 24 period and increased coverage on weekends. The marine patrol unit covers six hours on Saturday and Sunday. There are 18 cameras throughout the Town, four on the Point and the rest on the Ocean.

Thanksgiving- Our office is closed Thursday and Friday.

PUBLIC COMMENTS
There was none.

OTHER BUSINESS
There was no other business.

PUBLIC HEARINGS
1. Consideration of Ordinance #368-Amending municipal election dates, runoff dates and qualifying dates in order to coincide with the Presidential Preference Election (First Reading)

Town Attorney read by title.

Mayor Pro Tem Doyle made a motion to approve Ordinance #368. Commissioner Satter seconded the motion which prevailed by the following vote:

YES: Vice Mayor Bonutti, Mayor Pro Tem Doyle, Commissioner Appleby, Commissioner Siemon, Commissioner Granara and Commissioner Satter

Meeting adjourned at 10:23 a.m.
WORKSHOP

1. Discussion with Mock, Roos on a Town Wide Utilities Program

Tom Biggs of Mock, Roos discussed with the Commission the possibility of a Town Wide Utilities Program. It would include undergrounding of FP&L lines along with cable and telecommunication lines. Gas lines would also be extended throughout the Point. The plan would also include the conversion from septic systems to sewers throughout the Town. A general estimate of $27 million is proposed to complete all of the above.

After discussion, the Commission agreed by consensus for Mock, Roos to move forward with a CSA for a Feasibility Study and Report for a Town Wide Utilities program. Mock, Roos will look at a program to accomplish all of the infrastructure improvements in a coordinated fashion to minimize disruption of traffic and redundant surface restoration activities while implementing a planned program to improve the level of service for each of these facilities.

The CSA will be on the December Agenda for approval.

Workshop adjourned at 11:25 a.m.

These minutes were presented to the Town Commission on Tuesday December 10, 2019 for approval.

__________________________       _______________________
Keith Waters, Mayor              Date Signed

__________________________       _______________________
Lisa S. Petersen, Town Clerk     Date Signed

TCOM Minutes 11/12/19
TOWN OF MANALAPAN

AGENDA ITEM SUMMARY

Meeting Date: December 10, 2019
Agenda Item No.: CA.2
Agenda Item Name: Police Department Chief’s Report and Palm Beach County Fire Rescue Response Times for November
ACTION REQUESTED: Discussion ☐ Action ☒

ATTACHMENT:

- The Police Department Chief’s Report for November including Monthly Stats
- Palm Beach County Fire/Rescue response times for November
Staffing

We currently have one officer on workman’s comp who is scheduled to return to work in the next six (6) weeks. We have one vacant full-time position. Our most recent hire is Officer Orshowitz and she is currently in phase three of the FTO program working as a solo officer. Due to the staffing levels we are using overtime to cover unscheduled absences and vacation requests. We are using part time officers to cover these shifts when available to avoid overtime. To reduce overtime in dispatch an additional part time dispatcher is being processed for employment. This additional employee should reduce the need for overtime in dispatch.

Fleet

During my time as a chief one of the changes made to the fleet purchases was to add to each patrol vehicle a five-year 100,000 mileage warranty. The fleet vehicles are driven 24 hours a day resulting in excessive wear and tear on the units. At the end of the warranty, the cars begin to experience major failures. Fortunately, the warranty covers the entire life span of the patrol vehicles. Transmission repairs and other major expensive issues have been covered under the extended warranty.

This is not the case for the ATVs. These vehicles are subjected to a harsh environment. They are exposed on a daily basis to salt, sand and water. In response to the community the ATV patrol has increased significantly. There are eight patrols conducted daily, weather and marine conditions permitting. Dispatch also monitors the beach with the help of the cameras. When an issue is observed officers are dispatched to respond. Part time officers conduct eight hour patrols every Saturday and Sunday. ATVs are used to cover the major summer holidays on the beach. In the past we were fortunate to have a life span of three years for each ATV. Since the usage has increased the lifespan has decreased significantly. We recently lost two ATVs due to excessive corrosion resulting in the frame failure. The third ATV was involved in an accident that required extensive repair. I am currently looking for a solution to extend the ATV life span. I discussed the issue with multiple agencies and discovered no one else provides nearly the number of ATV patrols as the Manalapan Police Department. The only agency that came close was the group that monitors turtle nest. They use the ATVs for extended periods on the beach but for only six months of the year. To extend the life span of their ATV’s, immediately after purchase of the ATV the frame is coated with LINE X. This is a product designed to prevent rust and prolong the life of the frame. In addition to the normal daily rinse with salt away the turtle monitor group does a monthly extensive wash down.
To increase the life span of the recently purchased ATV's the frame has been coated with LINE-X. Sgt Merritt is assigned to conduct monthly deep cleaning to remove salt and sand from the ATVs. Independent research located a product ZERUST to spray on as a rust inhibitor. Budd Dworkin President of ZERUST explained the product was a temporary coating that they developed to use on vehicles in Ohio. Vehicles are exposed to salt that is spread on the road way and coats vehicles when they are driven on the road. They have had very good outcomes using this product to reduce corrosion. Fortunately, Mr. Dworkin is in the area to celebrate the holiday and has agreed to come to the agency to take a look at our problems and make a recommendation. I will be meeting with him this week.

My goal is to combine all of these products to increase the life span of the ATV's. Please note due the ATV failures there was no ATV patrol conducted for several shifts during this month. ATV patrol is back up as of this date.

**Zone Coverage**

Due to the current staffing situation we have three officers assigned to midnight shift and two officers assigned to day shift. ATV patrol is covered by the part timers on the weekends.

**Training**

All officers have completed the monthly computer training and briefing training. Officers are scheduled to attend training at PBSO in both December and January.

**Miscellaneous**

A review of Officers Balak's ATV wreck was conducted. It was determined the wreck was due to a combination of lack of experience as an operator, lack of familiarization with the terrain and the conditions of the terrain. He is scheduled for remedial training to help him improve his skills.

I am still working with FDOT to schedule the installation of the electronic feedback signs. The maintenance agreement is in the Maintenance Office being prepared. I anticipate that it will be sent to the Town in the next weeks. FDOT is proceeding with submitting the Work Order to their Operations Center to have the signal contractor procure and install the flashers.

There is no completion date at this time but installation is anticipated to begin in early Spring 2020.

We are still forging forward with the installation of the new radio system and the records management system.

I am currently working with other Chiefs from the barrier islands to address the bicycle traffic on A1A. At this time we are looking into making this a joint effort to address this multi-jurisdictional issue.

The north end beach camera is scheduled for installation before the end of the month or early January.
# Manalapan Police Department

## Monthly Stats

### November 2019

#### CALLS FOR SERVICE

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## Monthly Stats

November 2019

### INCIDENT REPORTS

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### MONTHLY TRAINING

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<td>Subpoena Policy review</td>
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### MONTHLY DISPATCH CALLS

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Palm Beach County Fire Rescue
Manalapan - # of Calls by Type
20191101 to 20191130

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<tr>
<th>Type - Situation Dispatched</th>
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<td><strong>Total number of Events:</strong></td>
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Calls by Situation Dispatched

- Medical Calls
- Vehicle Accidents
- Alarms

Created by Jill Gregory on 06/21/2013
H:\Alyssa\Monthly Response Time Reports\Municipal Call Type Report-pie chart.rpt
### Manalapan Response Time Report

#### 20191101 to 20191130

<table>
<thead>
<tr>
<th>Event #</th>
<th>Station</th>
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<th>Disp</th>
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<th>Date</th>
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<th>Onscene</th>
<th>Close</th>
<th>Disp Hand</th>
<th>Turnout</th>
<th>Travel</th>
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| **Non Emergency Calls:** |     |     |      |                  |              |          |         |          |         |         |       |           |         |        |            |
| F19188757   | 38   | 77  |      | OCEAN LN MN      | 11/08/2019    | 15:16:20  | 15:16:29| 15:17:35| 15:19:36| 15:27:36| 0:00:34 | 0:01:06 | 0:02:01 | 0:03:41 |
| F19200477   | 38   | 76  |      | S OCEAN BLVD MN  | 11/28/2019    | 08:39:35  | 08:39:43| 08:40:38| 08:46:51| 08:58:01| 0:00:33 | 0:00:55 | 0:06:13 | 0:07:41 |

**Average Response Times:**

- 0:00:42
- 0:01:05
- 0:02:38
- 0:04:25
## Manalapan Response Time Report

**20191101 to 20191130**

<table>
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<tr>
<th>Event #</th>
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<th>Sit Disp</th>
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<th>Date</th>
<th>Received</th>
<th>Entered</th>
<th>Dispatch</th>
<th>Enroute</th>
<th>Onscene</th>
<th>Close</th>
<th>Disp Hand</th>
<th>Turnout</th>
<th>Travel</th>
<th>Resp Time</th>
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**Corrupt Data:**

- F19185613

**Total number of Events:** 16

*Represents call received to arrival. If there is no received time, the County annual average call received to call entered time is used.*
Meeting Date: December 10, 2019
Agenda Item No.: CA.3
Agenda Item Name: Mock, Roos CSA: to provide engineering services to prepare a Feasibility Study & Report for the Town-wide Utilities Program

ACTION REQUESTED: Discussion □ Approval □

BACKGROUND:
In recent years the Town has considered the feasibility of relocating existing overhead utilities to an underground location to enhance safety, reliability and aesthetics. The Town also has planned improvements to its Water Distribution System to improve fire protection within the Town’s service area. The Town Commission is interested in evaluating the feasibility of constructing a wastewater collection and transmission system to replace existing septic systems along with natural gas distribution facilities while constructing the other improvements.

It is the purpose of this study to look at a town wide Utilities Program to accomplish all of these infrastructure improvements in a coordinated fashion to minimize disruption of traffic and redundant surface restoration activities while implementing a planned program to improve the level of service for each of these facilities.

The Town Commission discussed the report in November and asked that it be placed on the December agenda. The cost for the report is $158,800.00.

ATTACHMENT:
- Proposal from Mock, Roos
Dear Linda:

Mock•Roos is pleased to submit this proposal to the Town of Manalapan ("TOWN") for providing engineering services related to a Feasibility Study & Report for the Townwide Utilities Program. This is the anticipated first of several phases of engineering services to support the Town in implementing the program. Our project understanding, scope of services, schedule, and fee follow.

**Project Understanding**

In recent years, the Town has considered the feasibility of relocating existing overhead utilities (electric, telephone, and cable) to an underground location to enhance the safety, reliability and aesthetics of these facilities within the Town. The Town also has planned improvements to its Water Distribution System to improve fire protection within the Town’s service area. Town leaders are also interested in evaluating the feasibility of constructing a wastewater collection and transmission system to replace existing septic tank/soil absorption systems within the Town along with natural gas distribution facilities while constructing the other improvements.

It is the purpose of this Feasibility Study Report to comprehensively look at a Townwide Utilities Program to accomplish all of these infrastructure improvements in a coordinated fashion to minimize disruption of traffic and redundant surface restoration activities while implementing a planned program to improve the level of service for each of these facilities. The Report will document the capacity requirements of each facility and comprehensively plan coordinated conceptual locations for each facility within existing rights-of-way and easements wherever possible. It is anticipated that constructing all of these facilities in a planned program will reduce overall construction costs and minimize disruption.

The Study and Report will include Development of Preliminary Engineer’s Opinion of Probable Construction Costs (EOPCC) for each facility along with shared surface restoration costs including pavement restoration and improvements.
The Feasibility Study and Report will further take the EOPCC and develop potential preliminary financing/funding strategies for consideration by the Town. These strategies will include a preliminary estimation of revenue requirements to recover program costs. The strategies could include grant funding revenue bonds, general obligation bonds, loans, and/or special assignments.

The design and construction of the Townwide program is anticipated to take several years to complete. The underground program could be broken into multiple phases that can be constructed on an annual basis. In order to balance potentially competing priorities such as cost, project duration, traffic impacts, etc. for this large-scale project, development of a conceptual “Master Plan” is recommended in order to evaluate these priorities ahead of any detailed design of any single undergrounding phase. The goals of the “Master Planning” process are as follows:

- Collect data on existing utility infrastructure and planned major construction projects
- Coordinate with project stakeholders
- Develop a conceptual plan for new underground facilities that will serve as a guide during the detailed design phases
- Develop an implementation plan that identifies conceptual schedules
- Develop of opinions of costs, and maintenance of traffic strategies
- Development of financial impact and preliminary funding analysis in support of Master Plan.

Based on this understanding, our detailed scope of services is provided below:

**Task 1 – Data Collection**

Mock•Roos already has a thorough understanding of the Town’s existing Water Distribution System and planned improvements as well as the limits of the existing wastewater collection system. Mock•Roos will coordinate with Town staff to document known drainage issues and any other infrastructure improvement programs that have been identified to take place in the next 5 years.

Mock•Roos will coordinate with the entities listed below to obtain readily available pertinent information regarding the other existing utility infrastructure within or near Town limits.

- City of West Palm Beach (Wastewater Treatment Plant Capacity)
- City of Lake Worth (Wastewater Transmission Capacity)
- Town of South Palm Beach (Potential Forcemain Improvements)
- Florida Public Utilities (Natural Gas Distribution Facilities) (FPU)
- Florida Department of Transportation (Roadway Projects)
- Florida Power and Light Company (Power Distribution) (FPL)
- AT&T
- Comcast

Mock•Roos will also request available information on the location and duration of other proposed construction projects by these organizations that may occur within the program construction period.
Mock•Roos will coordinate with FPL, AT&T, Comcast, & Florida Public Utilities to obtain information on the existing utilities within or near Town limits for the purposes of obtaining and reviewing their existing utility infrastructure records. Mock•Roos will perform field reviews to confirm the existence of major utility elements as contained in the records. Mock•Roos will also request available information on the location and duration of proposed construction projects by these organizations that may occur within the program construction period.

Task 2 – Franchise Utility Undergrounding Coordination

Mock•Roos will hold design meetings with FPL, AT&T, Comcast, and FPU staff for the purposes of reviewing design requirements for the proposed underground infrastructure improvements. Based on the existing infrastructure information obtained in previous tasks and information gathered in these meetings, Mock•Roos will document significant proposed infrastructure improvements that are identified for AT&T, FPL, Comcast, and FPU. This information will be used to develop the overall proposed limits of the improvements for phasing. Detailed design elements, such as the location of individual transformers, pedestals, pull boxes, splice boxes, or the exact location of proposed conduits within a particular roadway, will not be performed at this time. Design criteria for each of the franchise utilities will be documented.

Task 3 – Wastewater Capacity Expansion Meetings

Mock•Roos will develop projected wastewater capacity requirements for the Town and will meet with Manalapan Staff and Lake Worth Subregional & East Central Regional (ECR) Operation Board members as necessary to develop requirements for wastewater transmission and treatment of potential Town wastewater.

Task 4 - GIS Base Map Development—Existing Infrastructure

Mock•Roos will compile the existing data collected from all of the utilities and, based on field observations, create GIS base maps showing the approximate locations of existing major infrastructure throughout the Town as well as planned infrastructure related to the watermain replacement needs, Power & Telecommunication System Undergrounding, the FPU gas program, wastewater collection program, and any upcoming FDOT projects.

The GIS base maps will also depict the locations and timing of other known proposed infrastructure improvements within the right-of-way by the Town, or others, for the purposes of incorporating this work into the Program Plan.

Task 5 – Program Development

Mock•Roos will review the information developed and collected in previous tasks regarding existing utilities, proposed known projects/programs (Power Undergrounding, Telecommunication Undergrounding, Watermain Improvements, Wastewater Facilities, FPU, etc.) and make recommendations with Town’s
input regarding limits of the proposed phases of construction that will be contained in the overall program. This task will be performed concurrently to Tasks 1-4 such that traffic impacts and the overall project duration and schedule are considered in the selection of the project limits for the overall program. The proposed limits and phasing of the Program will be incorporated onto a GIS map for presentation in the feasibility document.

Mock•Roos will develop a master schedule for the overall project and a recommended sequence of construction. The sequencing will consider the proposed timing of identified outside projects, potential cost implications, traffic impacts, desired undergrounding project duration, and financial pacing of the program. The master schedule and year-by-year construction sequencing will be incorporated onto a GIS map for a graphical representation of a conceptual program schedule. Graphics and/or boards of the Conceptual Schedule will be prepared for use by the Town.

Task 6 – Engineer’s Conceptual Opinion of Probable Construction Cost and Operating Costs

Mock•Roos will develop a conceptual opinion of probable construction cost for each element and construction phase of the project. Costs will be provided in net present value.

Mock•Roos will also estimate potential incremental operation and maintenance costs for those elements of the project to be owned, operated and maintained by the Town. This information will be utilized to estimate life cycle costs in support of the financial analysis in Task 8.

Task 7 – Project Delivery Methods

Mock•Roos will develop recommendations for the Town’s consideration regarding project delivery methods and contractor procurement that consider factors such as project complexity, cost, construction duration, private property impacts, and traffic impacts to determine if any of the various project delivery methods lend themselves well to the program. This task will include a preliminary estimation of revenue requirements to recover program capital costs. Mock•Roos will attend up to two meeting with the Town to review the results of the analysis and prepare a brief memorandum summarizing the recommendations that can be included in the Feasibility Report. Mock•Roos intends to utilize a Subconsultant to assist with preliminary financial analysis and potential rate and revenue requirements for funding strategies.

Task 8 – Financial Feasibility Analysis

Mock•Roos and its subconsultant will develop a Financial Feasibility Analysis (the “financial forecast”) consistent with the project delivery plan to identify the estimated economic impact to the Town and to aid in the implementation of the project. The financial evaluation will include an estimate of the current financial operations of the Town (both from a General Fund and the Water or Utility Fund) coupled with the implementation of the project. The forecast will include an estimate of the potential customer impacts associated with program implementation to aid the Town in its strategic planning activities associated with the project.
Task 9 – Feasibility Report

Mock•Roos and its subconsultant will develop a Feasibility Report that will contain the results of the services contained in this process. This document will both serve as a guide for the implementation of the program as well as document the process for record keeping purposes. We anticipate that the document will contain the following information:

- Summary of the Data Collection Process
- Assembly of GIS Infrastructure Maps/Exhibits for both existing and proposed improvements
- Presentation of Design Criteria to be used throughout the program
- Summary of meetings attended along with associated minutes
- Program Conceptual Opinions of Probable Construction Costs and Estimated Incremental Operation and Maintenance Expenses
- Program Opinion of Phasing and Schedule
- Program Financial Forecast
- Project Delivery Method recommendations

A draft of the Feasibility Report will be provided for Town review and comment within five (5) months of Authorization. We will respond to one round of staff comments on the document prior finalizing within one (1) month of receiving comments from the Town. Mock•Roos will present the findings and recommendations of the Feasibility Report at a Town Commission meeting. Comments received from the Commission will also be incorporated into the final report. Up to five hard copies of the document will be provided to the Town upon approval of the report by the Town Commission.

If you have any questions or comments, please call me at 683-3113 extension 216.

Sincerely,

MOCK, ROOS & ASSOCIATES, INC.

Thomas A. Biggs, P.E.
Executive Vice President

TAB: jeh
Enclosure
Copies: Bookkeeping
# Town of Manalapan

## Townwide Utilities Program - Feasibility Study & Report

### Labor Classification and Hourly Rate

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### Labor Subtotal Hours

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### Labor Hourly Rate

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<th>Senior Admin.</th>
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### Subconsultant Total

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### Reimbursable Expenses (Reproducibles, etc.)

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### Project Totals

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Meeting Date: December 10, 2019

Agenda Item No.: CA.4

Agenda Item Name: Inter local Agreement with Palm Beach County on the TG Radio in order to provide interoperable radio communications throughout the countywide common talk groups to Manalapan

ACTION REQUESTED: Discussion [ ] Approval [ ]

BACKGROUND:

The Town of Manalapan currently has an Inter-Local Agreement (ILA) with Palm Beach County which expires in 2023. However, the County has made some changes to the language of the original agreement. The following changes have been made to the original agreement: 1) Section 5.05 Federal Shared Encryption Key, which sets forth the Town’s responsibilities to keep the Encryption Key confidential and 2) Section 8A regarding insurance. The amended and restated agreement will terminate and replace your existing ILA with Palm Beach County.

ATTACHMENT:

- Inter Local Agreement
AMENDED AND RESTATED 800 INTERLOCAL AGREEMENT

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT ("Agreement") is made and entered into this ______ day of ______ , by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County") and Town of Manalapan, a municipal corporation of the State of Florida ("Municipality").

WITNESSETH

WHEREAS, on October 21, 2003, the County and the Municipality entered into an Interlocal Agreement (R2003-1698), that was subsequently amended by the First Amendment to Interlocal Agreement (R2008-2313) on December 16, 2008, the Second Amendment to Interlocal Agreement (R2013-1165) on September 10, 2013, and the Third Amendment to Interlocal (R2018-1868) on December 4, 2018 (Collectively the 2003 Interlocal Agreement) setting forth the terms and conditions by which the County would provide interoperable radio communications through the countywide common talk groups to the Municipality; and

WHEREAS, to set forth the terms and conditions for all interoperable radio communications, this Agreement amends and restates, in its entirety, and replaces, the 2003 Interlocal Agreement; and

WHEREAS, the County and the Municipality are continually identifying more effective service delivery methods which result in enhanced public safety services and overall savings to the taxpayers of the County and the Municipality; and

WHEREAS, the County has purchased, designed, installed, and operates a Public Safety 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 Municipality 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 Municipality can access the Common Talk Groups established on the County's Public Safety Radio System to receive the public safety benefit of interoperability; 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

The purpose of this Agreement is to set forth the parameters under which the County will provide access to the Common Talk Groups established on the County System specifically to provide interoperable communications among public safety and general government agencies capable of accessing this feature of the County System. This Agreement also identifies the conditions of use, the monitoring requirements, and ability of the Municipality to participate in the operational decisions relating to the use of the Common Talk Groups.

SECTION 2: DEFINITIONS

2.01 Common Talk Groups: Talk groups established on the County’s System that are made available to County agencies, municipalities and other non-County agencies for interoperable communications between agencies for the purpose of providing mutual assistance and planning and execution of on-scene operations.

2.02 County Talk-Groups: Talk groups established on the County’s System that are made available to County agencies providing for inter-departmental communications. These talk groups are reserved for particular departments/agencies and only available to outside departments by separate agreements.

2.03 Municipality Equipment: Also known as “agency radios,” are Municipality owned P25 compliant handheld and mobile radios and control stations that operate in the 800 MHz spectrum that have the ability to be programmed and used on the County’s System.

2.04 Radio Alias: The unique name assigned to an operator’s radio that displays on the dispatcher’s console when a radio transmits.

2.05 SmartZone Controller: The SmartZone Controller is the central computer that controls the operation of the County’s Public Safety Radio System. The SmartZone Controller manages access to System features, functions, and talk-groups.

2.06 System: The Public Safety Radio System funded, purchased, installed, maintained and owned by the County.

2.07 System Manager: An employee within the County’s Electronic Services & Security Division of the Department of Facilities Development & Operations with the title Radio System Manager 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 3: ADMINISTRATION

3.01 System Contact: The Palm Beach County Electronic Services & Security Division’s System Manager will be the Municipality’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.

3.02 **CRSSC.** The System Maintenance and Administration Plan as referenced on Attachment I hereto, identifies the general procedures for the management of the System and procedures for input through the user committees into operating procedure development. The plan establishes the Countywide Radio System Steering Committee (CRSSC), which is responsible for overseeing and implementing the policies and procedures for the County’s System.

3.03 **Compliance with System Policies and Procedures.** The Municipality shall follow all policies and standard operating procedures in place at the time of this Agreement as well as those developed in the future and issued to the Municipality by the System Manager. The Municipality agrees to comply with any enforcement actions required by these policies and procedures for misuse or abuse of the County’s System.

SECTION 4: COUNTY SYSTEM & RESPONSIBILITIES

4.01 **County System.** The County System consists of eleven (11) transmit and receive sites with co-located microwave equipment and three (3) microwave only sites that provide network connectivity as well as the SmartZone Controller.

4.02 **Coverage for Common Talk Groups.** The County System provides seamless County-wide portable and mobile radio coverage for the Common Talk Groups. The radio coverage for the Common Talk Groups is identical to that of other County Talk Groups that reside on the County’s System.

4.03 **County Responsibilities for System Maintenance and Operations.** The County shall be responsible for the maintenance and operation of the County’s System, including all costs associated with permitting and licensing.

4.04 **Scheduled Outages.** The County shall maintain the coverage as described in the County’s contract with Motorola R2015-1673, dated 11/17/15, throughout the term of this Agreement except for times of scheduled preventive 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. The Municipality shall be notified of scheduled preventive maintenance, pursuant to the policies and procedures referenced on Attachment I hereto.

4.05 **Management.** The County shall be responsible for talk group and fleet mapping management in accordance with the policies and procedures set forth on Attachment I, as may be amended and updated from time to time.
SECTION 5: MUNICIPALITY EQUIPMENT AND RESPONSIBILITIES

5.01 Municipality Equipment. The Municipality’s equipment will be P25 compliant 800 MHz mobile, portable, and control station equipment programmed to be used on the County’s System. Equipment other than that manufactured by Motorola shall be approved by the System Manager prior to purchase by the Municipality. The Municipality will be required to keep its equipment in proper operating condition and the Municipality is responsible for maintenance of its radio equipment.

5.02 Agreement Limited to Common Talk Groups. The Municipality will only program the Common Talk Groups and the individual unit ID numbers assigned by the System Manager as part of this Agreement. The Municipality will not program into its radios the County operational talk groups without a letter of authorization or a signed agreement from the County.

5.03 Municipality Contacts. The Municipality shall provide the County with a list of persons/positions, which are authorized to request activating/deactivating existing units or new units. No programming will be undertaken by the Municipality or its service provider until requested and approved in writing by the System Manager.

5.04 County Confidential Information. The Municipality shall receive certain access codes to the County’s System to enable the Common Talk Groups to be programmed into the Municipality’s equipment. The access codes are considered to be exempt and confidential security system information under F.S. 119.071(3) and must not be released to the public or unauthorized persons. The access codes are to be treated as confidential information and the Municipality is responsible for safeguarding and protecting the confidentiality of the code information from release to unauthorized parties. All confidential security system information and data obtained, developed, or supplied by the County ("Confidential Information") will be kept confidential by the Municipality and will not be disclosed to any other party, directly or indirectly, without the County’s prior written consent, unless required by law or lawful order. All system parameters shall remain the County’s property, and may only be reproduced or distributed with the written permission of the County. The Municipality agrees that the County has sole and exclusive ownership of all right, title and interest to the Confidential Information and may be recalled at any time.

5.04.01 Authorized Parties. Service staff directly employed by the Municipality shall be considered authorized to receive access and programming codes for the maintenance of the Municipality’s radio equipment. Commercial service providers are not considered authorized to receive access to programming codes for the System. If the Municipality plans to use commercial services for its system or subscriber unit maintenance, the Municipality must include confidentiality requirements in their contracts with the commercial service providers acceptable to the System Manager before access or programming codes may be released to these companies.

5.04.02 Commercial Service Providers. Commercial maintenance service providers are not considered authorized to receive access to programming codes for the
County’s System, unless meeting the requirements of Section 5.04.03 and/or 5.04.04 below. If the Municipality does not have employees capable of programming Municipality radio equipment or prefers to have others program Municipality radio equipment, it may request that the Palm Beach County Sheriff’s Office, Palm Beach County Fire Rescue or Palm Beach County Electronic Services & Security Division program Municipality’s radio equipment under the terms of a separate agreement.

**5.04.03 County Review of Existing Service Provider Agreements.** If the Municipality uses a commercial service provider to program Municipality radio equipment at the time of execution of this Agreement, and desires that the commercial service provider program the Municipality radio equipment with the Common Talk Groups, the Municipality must submit its existing contract with the commercial service provider to the System Manager for review. The review will focus on whether the contract terms between the Municipality and the commercial service provider are adequate to protect the County’s System from misuse, harm or release of access and programming codes to unauthorized persons. Notwithstanding the previous statement, the County retains the right, in its sole opinion with or without written reason or cause, to approve or disapprove the use of a commercial service provider. If approved, the System Manager will release the access and programming codes to the commercial service provider. The Municipality will be responsible for ensuring that the commercial service provider adheres to the terms of this Agreement pertaining to the proper use of programming codes and radio equipment and pertaining to the safeguarding and protection of the confidentiality of the access codes. If not approved, the Municipality shall use the Palm Beach County Sheriff’s Office, Palm Beach County Fire Rescue, or the Palm Beach County Electronic Services & Security Division to program Municipality radio equipment with Common Talk Groups.

**5.04.04 Review of Bid Documents for Service Provider.** If the Municipality intends to use a commercial service provider to program Municipality radio equipment with the Common Talk Groups, the Municipality shall submit the appropriate bid documents/contract to the System Manager for approval prior to soliciting a bid or quote from the commercial service provider. The System Manager will work with the Municipality to develop the appropriate language for the contract which will allow for approval of the commercial service provider. Notwithstanding the previous statement, the County retains the right, in its sole opinion with or without written reason or cause, to approve or disapprove the use of a commercial service provider. If approved, the System Manager will release the access and programming codes to the commercial service provider. The Municipality will be responsible for ensuring that the commercial service provider adheres to the terms of this Agreement pertaining to the proper use of the programming codes and radio equipment use and the terms requiring the safeguarding and protection of the confidentiality of the access codes. If not approved, the Municipality shall use the Palm Beach County Sheriff’s Office, Palm Beach County Fire Rescue, or Palm Beach County Electronic Services & Security Division to program Municipality radio equipment with Common Talk Groups.
5.04.05 **Survival.** The provisions of this section regarding the Municipality’s duty to keep the County’s access codes confidential shall survive the termination or expiration of this Agreement.

5.05 **Federal Shared Encryption Key.** The County’s System is configured to allow for end to end encryption. If the Municipality desires encryption, the Municipality must request a CKR assignment from the County’s System Manager. The Federal Shared Encryption Key ("Key") is available for use by local law enforcement agencies who require direct radio interoperability with federal agencies and is used on Law Enforcement Common 6E through 10E talk groups on the County’s System. The Key is considered to be exempt and confidential security system information under F.S. 119.071(3) and must not be released to the public or to unauthorized persons. If the Municipality requests use of the Key, the Municipality shall be responsible for safeguarding and protecting the confidentiality of the Key from release to unauthorized parties. Service staff directly employed by the Municipality shall be considered authorized to receive access to the Key. **Commercial service providers are not considered authorized to receive access to the Key.** Keyloading of the Municipality’s end user radios must only be done by the Municipality itself or another authorized law enforcement agency. The Municipality must also store the Municipality’s encryption key loader(s) in a secure and locked location when not in use. The Municipality shall immediately notify the County’s System Manager if the Municipality has reason to believe the confidentiality of the Key has been compromised or an encrypted radio has been lost or stolen. The Municipality shall not program the Key into any non-law enforcement radio. The Municipality must delete the Key from any radio to be repaired by non-agency personnel, removed from service or sent to surplus for disposal. The Municipality shall not provide any Key encrypted radios to any non-public safety personnel. The provisions of this section regarding the Municipality’s duty to keep the Key confidential shall survive the termination or expiration of this Agreement.

5.06 **Malfunctioning Municipality Equipment.** The Municipality is solely responsible for the performance and the operation of the Municipality equipment and any damages or liability resulting from the use thereof. Should the County identify malfunctioning Municipality owned equipment; the County will request that the Municipality discontinue use of the specific device until the repairs are completed. The County may, in its discretion, disable the equipment from the System after properly notifying the Municipality in writing if the device is causing interference to the System.

5.07 **Stolen or Lost Municipality Radios.** In the case of lost or stolen equipment, the Municipality will notify the System Manager by e-mail authorizing the System Manager to disable the equipment. The authorization shall provide the County issued individual unit ID number and the serial number of the radio. The System Manager will advise via e-mail when the radio has been disabled. A request by the Municipality to re-activate a disabled radio must be in writing by e-mail to the System Manager.
SECTION 6: SUBSCRIBER UNIT INFORMATION TO BE PROVIDED BY MUNICIPALITY

The Municipality will be required to provide to the County an initial inventory of the radios that are proposed to be programmed for use of the Common Talk Groups. The Municipality will provide the following information to the County:

- Radio manufacturer and model numbers.
- Radio serial numbers.
- Requested aliases to be programmed.

The System Manager will then compile this information and transmit back to the Municipality a matrix of the County-wide Talk Groups, aliases, and radio ID numbers prior to the Municipality’s radios being activated on the County’s Public Safety Radio System. The Municipality 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.

SECTION 7: UTILIZATION AND MONITORING OF COMMON TALK GROUPS

7.01 Purpose of Common Talk Groups. The Common Talk Groups were implemented specifically for inter-agency communication among multiple agencies, regardless of their specific discipline or affiliation. They were also created to allow communications between agencies without requiring cross-programming operational talk groups in each agency’s radios.

Typical Usage Scenario:

- A unit requesting to coordinate a multi-jurisdictional operation or call for mutual assistance, places a call on the Call Talk Group for the appropriate discipline (i.e. Law Enforcement, Fire Rescue, or Local Government) to the dispatch center of the required agency(ies).

- The responding dispatch center assigns one of the Common Talk Groups to the requesting unit and contacts its agency’s unit(s) and requests that the user switch to the corresponding talk group.

- The participating units would communicate on the Common Talk Group(s) and upon completion of the operation; the talk-group is cleared of all radio traffic and put back into the pool for other agencies.

7.02 Approved Uses. Usage of the Common Talk Groups is authorized to coordinate multi-jurisdictional fire/law enforcement/disaster recovery operations such as fires requiring multi-agency responses, police pursuit through multiple jurisdictions and coordination and response to local emergencies and disasters. Other authorized uses include undercover operations, investigations, perimeter communications, fire ground coordination, scene security and landing zone communications requiring participation of multiple agencies and disciplines.
In addition, the Common Talk Groups can be used by any agency experiencing catastrophic failure of its own communication system for a determined amount of time. A request to utilize the Common Talk Groups for this situation requires permission of the System Manager. Once approved by the System Manager, the Common Talk Groups can be temporarily utilized until repair of the agency’s communication system is complete.

7.03 **Prohibited Uses.** The Common Talk Groups shall not be used for every-day routine communications or as an extra talk group for agencies that have cross programming agreements and duplicated talk groups programmed into their radios. Other prohibited uses include communications for special events and operations, use as an additional dispatch, administrative or a car to car talk group for a single agency.

7.04 **Required Monitoring.** Agencies requesting to use the Common Talk Groups by this Agreement have a requirement to monitor the Calling Talk Group in their respective dispatch center to respond to calls for assistance from field units. The dispatch centers which combine more than one discipline in their dispatch center are required to monitor the disciplines which are dispatched. Agencies which do not utilize their own dispatch center are not required to monitor the Calling Talk Group.

SECTION 8: LIABILITY

8.01 **No Representation as to Fitness.** The County makes no representations about the design or capabilities of the County’s System. The Municipality has decided to enter into this Agreement and use the County’s System on the basis of having interoperability with the County and/or other municipalities during times of mutual aid and/or joint operations. The County agrees to use its best reasonable efforts to provide the Municipality with full use of the Common Talk Groups but makes no guarantee as to the continual, uninterrupted use of the System, or its fitness for the communication needs of the Municipality.

8.02 **No Waiver of Sovereign Immunity.** The Parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions and negligence of the other party. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the County or Municipality pursuant to §768.28, Florida Statutes. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the Municipality shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the Municipality’s negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes §768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other for such other party’s negligent, willful or intentional acts or omissions.

8.03 **No Responsibility for Third Party Claims.** Neither the County nor the Municipality 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.

8.04 **No Consequential Damages.** The terms and conditions of this Agreement incorporate all the rights, responsibilities, and obligations of the parties to each other. The remedies provided herein are exclusive. The County and the Municipality waive all other remedies with respect to each other, including, but not limited to, consequential and incidental damages.

8.05 **Survival.** The provisions of this section shall survive the termination or expiration of this Agreement.

**SECTION 8A: INSURANCE**

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Municipality represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Municipality is not self-insured, Municipality shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should Municipality purchase excess liability coverage, Municipality agrees to include County as an Additional Insured.

The Municipality agrees to maintain or to be self-insured for Workers’ Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should Municipality contract with a third-party (Contractor) to perform any service related to the Agreement, Municipality shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of $1,000,000 combined single limit for property damage and bodily injury per occurrence and $2,000,000 per aggregate. Such policy shall be endorsed to include Municipality and County as Additional Insureds. Municipality shall also require that the Contractor include a Waiver of Subrogation against County.
- Business Automobile Liability insurance with minimum limits of $1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers’ Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer’s Liability with minimum limits of $1,000,000 each accident.
When requested, the Municipality shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the Municipality of its liability and obligations under this Agreement.

SECTION 9: OWNERSHIP OF ASSETS

All assets maintained under this Agreement will remain assets of the respective party.

SECTION 10: TERM OF AGREEMENT

10.01 Initial Term. The initial term of this Agreement is for five (5) years and shall commence immediately upon full execution of this Agreement.

10.02 Renewals. The Agreement may be renewed for two (2) additional terms of five (5) years each. At least six (6) months prior to the expiration of this Agreement’s term, the Municipality 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.

10.03 Existing Interlocal Terminated. This Agreement when effective terminates and replaces the Interlocal Agreement between County and City R2003-1698 as amended by R2008-2313, R2013-1165 and R2018-1868.

SECTION 11: AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended from time to time by written amendment as agreed to by all parties.

SECTION 12: TERMINATION

This Agreement may be terminated by either party, with or without cause upon ten (10) days written notice to the other party. Upon notice of termination, the System Manager will proceed to disable the Municipality’s radios from the County’s System. It will be the responsibility of the Municipality to reprogram the Municipality’s radios removing the County’s System information from the radios. The Municipality will complete reprogramming the Municipality’s radios within sixty (60) days of the date of termination. A municipality with greater than one hundred (100) radios will be given ninety (90) days to re-program its radios.

SECTION 13: 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  
301 North Olive Avenue  
West Palm Beach, FL 33401

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

With a copy to:

Radio System Manager  
Palm Beach County Electronic Services & Security Division  
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 Municipality:

Town Manager  
Town of Manalapan  
600 South Ocean Blvd  
Manalapan, FL 33462

Town Director of Public Safety  
Town of Manalapan  
600 South Ocean Blvd  
Manalapan, FL 33462

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: ENTIRE AGREEMENT

This Agreement and any Attachments hereto constitute all agreements, conditions and understandings between the County and the Municipality concerning access to the Common Talk Groups. 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 Municipality unless reduced to writing and signed by them.

SECTION 17: 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 Municipality’s officers.

SECTION 18: 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 19: 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 Municipality.

SECTION 20: NON-DISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Municipality warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.
SECTION 21: ASSIGNMENT

Municipality may not assign, mortgage, pledge, or encumber this Agreement in whole or in part, without prior written consent of County, which may be granted or withheld at the County’s absolute discretion. This provision shall be construed to include a prohibition against an assignment, mortgage, pledge, encumbrance or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

SECTION 22: SEVERABILITY

If any term of the Agreement or the application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 23: COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

SECTION 24: ANNUAL BUDGETARY FUNDING/CANCELLATION

This Agreement and all obligations of County and Municipality hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners and the Municipality Council.

SECTION 25: EFFECTIVE DATE

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all Parties and approved by the Palm Beach County Board of County Commissioners.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY
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

By: __________________________
    Deputy Clerk

Palm Beach County, a political subdivision of the State of Florida

By: __________________________

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: __________________________
    County Attorney

APPROVED AS TO TERMS AND CONDITIONS:

By: __________________________
    Audrey Wolf, Director
    Facilities Development & Operations
ATTEST:

By: ____________________________________________
Lisa Petersen, Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: ____________________________________________
Keith Davis, Town Attorney

TOWN OF MANALAPAN, Florida.

By: ____________________________________________
Keith Waters, Mayor
ATTACHMENT I

PALM BEACH COUNTY
PUBLIC SAFETY RADIO SYSTEM
POLICIES AND PROCEDURES

Policy / Procedure Title

1. Countywide Use of 800 MHz System (O.P. # I-01)

2. Countywide Use of 800 MHz System Talk Groups (O.P. # I-04)

3. Monitoring and Evaluation of Public Safety Radio System Talk Groups (O.P. # I-05)

4. Emergency Medical Communications (O.P. # I-06)

5. Reporting of Problems and Modifications of the Public Safety Radio System (O.P. # I-07)

6. Countywide Use of Public Safety Radio System During Times of Catastrophic Failure which result in non-trunking "conventional" operation (O.P. # I-10)

7. System Maintenance and Administration Plan
TOWN OF MANALAPAN
AGENDA ITEM SUMMARY

Meeting Date: December 10, 2019
Agenda Item No.: RA 1
Agenda Item Name: VAR 19-1 Variance for 2000 S. Ocean Blvd.

ACTION REQUESTED: Discussion □ Action □

BACKGROUND:

POSTPONED FROM NOVEMBER 12, 2019:
VAR-19-1 (Restatement of Previously Granted Development Approvals) Ocean Boulevard Properties, LLC, a Florida Limited Liability Company, 2000 South Ocean Boulevard, is seeking approval of a proposed “Third Amendment to Restatement of Previously Granted Development Approvals and Ratification of Previously Recorded Agreement Relating to 2000 South Ocean Boulevard” in order to allow the subdivision of the property into three lots in the R1-B zoning district all of which meet lot size requirements; and to allow the demolition of certain non-conforming structures and the voluntary voiding of certain previously approved variances associated therewith; and to allow the retention of certain other existing structures, including the main residence and two directly associated accessory structures, and the wall and associated vegetation along the South Ocean Boulevard right-of-way, and to allow the retention of certain other previously approved variances associated therewith; and further seeking approval of a proposed Subdivision Plan. Pursuant to Sections 151.671 and 151.672 of the Manalapan Zoning Code, Town Commission approval of revisions to previously imposed conditions of approval for previously approved variances is required.

ATTACHMENT:

- VAR 19-1 Application
TOWN OF MANALAPAN
AGENDA ITEM SUMMARY

Meeting Date: December 10, 2019
Agenda Item No.: RA 2
Agenda Item Name: Town Manager Stumpf’s Report

ACTION REQUESTED: Discussion □ Action □

BACKGROUND:

- Code Enforcement
- Election for March 2020-Qualification
- Signage Issues at Plaza del Mar
- Discussion of Floating Docks and Removal of Docks from Arcom Review
- Utility project updates
TOWN OF MANALAPAN
AGENDA ITEM SUMMARY

Meeting Date: December 10, 2019
Agenda Item No.: PH 1
Agenda Item Name: Ordinance #369- (Second Reading) Amending municipal election dates, runoff dates and qualifying dates in order to coincide with the Presidential Preference Election

ACTION REQUESTED: Discussion □ Approval □

BACKGROUND:

The Florida Legislature has changed the date of the Presidential Preference Primary to March 17, 2020. The voting equipment currently utilized by the Palm Beach County Supervisor of Elections office only allows input of one election cycle at a time: from beginning of preparation of the ballot, through the final election results. Therefore, the voting system will not be available to conduct Municipal Elections on the usual second Tuesday in March. As a result of the current state and federal laws that require overseas and military absentee ballots to be mailed 45 days prior to state or federal elections, the SOE will need to prepare ballots and have the first large mailing of ballots preprinted as soon as the law requires the state to provide the names of the Presidential Preference Primary candidates. Staff has reviewed the options for qualifying periods and has chosen November 26 through December 10, 2019. This change in qualifying period will only occur during the Presidential Primary every four years. Staff will notify the residents of the change in qualifying period in November.

ATTACHMENT:

• Ordinance #369