

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: June 19, 2018

☒ **Consent**
☐ **Ordinance**

☐ **Regular**
☐ **Public Hearing**

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An Agreement with Universal Protection Service, LLC., a company licensed to do business in the State of Florida ("Participant") allowing for interoperable communications through the countywide and EMS common talk groups of the County's 800 MHz Radio System.

Summary: This Agreement (Agreement) provides the terms and conditions under which the Participant can program into its radios and utilize the countywide and EMS common talk groups for certain inter-agency communications. The terms of the Agreement are standard and have been offered to all municipalities and local branches of State/Federal agencies and ambulance service providers with 800 MHz trunked radio capabilities. There are no charges associated with this Agreement, but 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 Agreement may be terminated by either party, with or without cause. The term of the Agreement is for three (3) years and there are three (3) renewal options, each for a term of three (3) years. **(ESS) Countywide (LDC)**

Background and Justification: This Agreement provides interoperability via use of the countywide and EMS common talk groups, which is the lowest level of interoperability approved by the Communications Systems and Operations Policy Advisory Committee. The Participant is being permitted such use because it has contracted with a local Home Owners Association to provide Advanced Life Support and Emergency Medical Services for that community. The Participant will only be able to access the common talk groups for specified types of communications and will conduct routine operational communications on its own radio system. As such there is no capacity impact to the County and hence no charges associated with this Agreement.

Attachments:

Agreement

Recommended By: <u>MB</u>	<u>Army Wolf</u> Department Director	<u>5/16/18</u> Date
Approved By: _____	<u>LC Baker</u> County Administrator	<u>6/7/18</u> Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	0.00	0.00	0.00	0.00	0.00
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes No
Does this item include the use of federal funds? Yes No

Budget Account No:
Fund Dept Unit Revenue Source
Fund Dept Unit Revenue Source

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

No Impact

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB 5/21/18
AK 8/6/23
5/23

Contract Development and Control 6/4/18
6/1/18

B. Legal Sufficiency:

Assistant County Attorney 6/5/18

C. Other Department Review:

Department Director

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

AGREEMENT

THIS AGREEMENT (“Agreement”) made and entered into on _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (“County”) and Universal Protection Service, LLC, a company licensed to do business in the State of Florida (“Participant”), with a Federal Tax ID number of 56-0515447.

WITNESSETH

WHEREAS, the County is continually identifying more effective service delivery methods which result in enhanced public safety services to the residents of Palm Beach County; and

WHEREAS, the County has purchased, designed, installed, and operates a Public Safety Radio System which meets 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 services; and

WHEREAS, it has been determined to be mutually beneficial to Parties to execute this Agreement which sets forth the parameters under which the Participant can access the Emergency Medical Services (EMS) and Common Talk Groups established on the County’s Public Safety Radio System to receive the public safety benefit of EMS communications and interoperability with County agencies and other municipalities; and

WHEREAS, the Palm Beach County Public Safety Department/Emergency Management Division has requested that the Participant be granted limited access to the County’s Public Safety Radio System in order to enhance communication and coordination efforts between hospitals and medical response providers.

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 provide access to the EMS and Common Talk Groups established on the County’s Public Safety Radio System specifically to provide interoperable communications among public safety agencies capable of accessing this feature of the County’s Public Safety Radio System. This Agreement also identifies the condition of use and ability of the Participant to participate in the operational decisions relating to the use of the EMS and Common Talk Groups.

1.02 Definitions

- 1.021 Common Talk Groups: Talk groups established on the County's Public Safety Radio 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.
- 1.022 EMS Talk Groups: Talk groups established on the County's Public Safety Radio System that are made available for emergency service personnel to communicate directly with hospitals in and around Palm Beach County.
- 1.023 County Talk-Groups: Talk groups established on the County's Public Safety Radio 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.
- 1.024 Participant Equipment: Also known as "Participant 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 Public Safety Radio System.
- 1.025 Microwave System: A communication system utilizing frequencies in the microwave range to route audio and control signals between sites in a multi-site communications system.
- 1.026 Master Site: The location of the COUNTY'S SmartZone™ Controller.
- 1.027 Public Safety Radio System or Radio System: The Public Safety Radio System funded, purchased, installed, maintained and owned by the County. The Radio System includes fixed transmitting and receiving equipment, a microwave system for communications between sites, system control and management equipment, dispatch consoles, SmartZone controller located at the Master Sites, and other related equipment.
- 1.028 Radio Alias: The unique name assigned to an operators radio that displays on the dispatchers console when a radio transmits.
- 1.029 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 Radio System features, functions, and talk-groups.
- 1.030 Radio 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 Radio 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 RADIO SYSTEM USE PROCEDURES

- 2.01 The Palm Beach County Electronic Services & Security Division's 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 on-call contact will be made.
- 2.02 The (system) Maintenance and Administration Plan, as referenced on Attachment I hereto as maybe amended, identifies the general procedures for the management of the Radio System and procedures for input through the user committees into operating procedure development. The plan establishes the County-Wide Radio System Steering Committee (CRSSC) who is responsible for overseeing and implementing the policies and procedures for the County's System.
- 2.03 The Participant 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 Participant by the System Administrator. The Participant agrees to comply with any enforcement actions required by the policies and procedures for misuse or abuse of the County's System.

SECTION 3: PUBLIC SAFETY TRUNKED RADIO SYSTEM AND MICROWAVE SYSTEM

- 3.01 The County Public Safety Radio System and Microwave System consists of eleven (11) 800 MHz 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
- 3.02 The County System provides seamless County-Wide portable and mobile radio coverage for the EMS and Common Talk Groups. The radio coverage for the EMS and Common Talk Groups is identical to that of other County Talk Groups that reside on the County's System.

SECTION 4: PARTICIPANT EQUIPMENT AND RESPONSIBILITIES

- 4.01 The Participant's equipment will be Project 25 (P25) compliant 800 MHz mobile, portable, and control station equipment programmed to be used on the County's System. The Participant will be required to keep its equipment in proper operating condition and the Participant is responsible for maintenance of its radio equipment.
- 4.02 The Participant will only program the EMS, Common Talk Groups and the individual unit ID numbers assigned by the System Administrator as part of this Agreement. The Participant will **not** program into its radios the County Talk Groups without a letter of

authorization from the user of the operational talk-groups or a signed agreement from the County.

- 4.03 The Participant 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 Participant until requested and approved in writing by the System Administrator.
- 4.04 The Participant shall receive certain access codes to the County's Radio System to enable the EMS and Common Talk Groups to be programmed into their 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 Participant 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 will be kept confidential by the Participant 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 Participant agrees that the County has sole and exclusive ownership of all right, title and interest to the Confidential Information and that such information may be recalled at any time.
- 4.05 Access and programming codes will only be released to: 1) service staff employed by the Participant, 2) approved commercial service providers under contract with the Participant, 3) County departments (PBSO, Fire Rescue and/or the County's Electronic Services & Security Division, or 4) another Federal agency, State agency and/or City that has in-house service personnel and an agreement with the County.
- 4.06 The County will approve all commercial service providers upon review of whether the contract terms between the Participant 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
- 4.07 The Participant will be responsible for ensuring that the commercial service provider adheres to the terms of this Agreement pertaining to the proper use of and protecting the confidentiality of access/programming codes and proper radio use.
- 4.08 The Participant is solely responsible for the performance and the operation of Participant equipment and any damages or liability resulting from the use thereof. Should the County identify malfunctioning Participant owned equipment; the County will request the Participant to discontinue use of the specific device until repairs are completed. The County may, at its discretion, disable the equipment from the Radio System after

properly notifying the Participant in writing if the device is causing interference to the Radio System.

- 4.09 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 authorization shall provide the County issued individual unit 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 radio will also be required in writing by e-mail or fax to the System Administrator.

SECTION 5: SUBSCRIBER UNIT INFORMATION TO BE PROVIDED BY PARTICIPANT

- 5.01 The Participant 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 along with the state issued ID numbers. 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

The System Administrator will then compile this information and transmit back to the Participant a matrix of the County-Wide talk group, aliases, that will be attached to the State issued ID numbers prior to the Participant's radios being activated on the County's Radio 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 are available upon request.

SECTION 6: COUNTY RESPONSIBILITIES

- 6.01 The County shall be responsible for the maintenance and operation of the County's System, including all costs associated with permitting and licensing.
- 6.02 The County shall maintain the coverage within the County's geographic boundaries 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 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. The Participant shall be notified of scheduled preventative maintenance, pursuant to the Policies and Procedures referenced on Attachment I hereto.
- 6.03 The County shall be responsible for talk group and fleet mapping management in accordance with the policies and procedures referenced on Attachment I, as may be amended and updated from time to time.

SECTION 7: UTILIZATION OF EMS AND COMMON TALK GROUPS

7.01 The EMS Talk Group was implemented specifically for emergency medical communications between the emergency providers and hospitals in and around Palm Beach County. The usage of the talk groups is defined below.

7.011 Scenario of Usage

1. A field unit requiring communications with a hospital will request communications through the County's Fire Rescue Dispatch Center on its currently assigned talk-group or on a MED Control talk-group.
2. The Fire Rescue Dispatch Center will approve the request that the field unit change talk-groups to the requested hospital talk-group.
3. The field unit will then switch to the appropriate talk-group.
4. At the conclusion of the communications the field unit will switch back to its assigned talk-group and advise the Fire Rescue Dispatch Center of its return.

7.02 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. Proper usage of the Common Talk Groups is defined below.

7.021 Scenario of usage:

1. 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).
2. The responding dispatch center assigns one of the Common Talk Groups to the requesting unit and contacts its agency's unit(s) and requests the user switch to the corresponding talk group.
3. 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.

7.022 Examples of approved usage for Common Talk Group are as follows:

1. Working talk group for multiple agencies fighting a fire together.

2. Coordination during a police chase through multiple jurisdictions.
 3. Coordination during a disaster recovery.
 4. Coordination for a special event which requires participation of multiple agencies and disciplines (i.e., undercover operations, investigations, perimeter communications, fire ground coordination, etc.)
 5. Coordination of scene security and establishment of landing zone for aircraft.
- 7.03 The Common Talk Groups shall not be used for every-day routine communications.
- 7.031 Examples of improper use are the following:
1. As an extra talk group for agencies that have cross programming agreements and duplicate talk groups programmed into their radios.
 2. To provide an extra working talk-group for a single agency supporting a special event or operation (i.e., undercover operations, investigations, perimeter communications, fire ground coordination, etc.).
 3. As an additional dispatch, administrative, or car-to-car talk-group for use by a single agency.

SECTION 8: INDEMNIFICATION AND LIABILITY

The Participant agrees to protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officials and each of them (hereinafter collectively and for the purposes of this paragraph, referred to as "County"), free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney's fees at trial and appellate levels) and causes of action of every kind and character against, or in which County is named or joined, of any damage to property or the environment, economic losses, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring an interest hereunder, and any third party or other party whomsoever, or any governmental agency, arising out of or in incident to or in connection with Participant's performance under this Agreement, the condition of the property, Participant's acts or omissions or operations hereunder, of the performance, non-performance or purported performance of the Participant of any breach of the terms of this Agreement; provided however, that Participant shall not be responsible to County for damages resulting out of bodily injury or damages to property which Participant can establish as being attributable to the negligence of the County.

Participant further agrees to hold harmless and indemnify County for fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from Participant's contractors' activities pursuant to this Agreement, whether or not Participant

was negligent or even knowledgeable of any events precipitating a claim or arising as a result of any situation involving Participant's activities.

Participant shall 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 Radio 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 the Participant or by Participant against any third party, then Participant shall protect and hold harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof.

The terms and conditions of this Interoperability Agreement incorporate all the rights, responsibilities, and obligations of the parties to each other. The remedies provided herein are exclusive. The Participant waives all remedies, including, but not limited to, consequential and incidental damages. The County agrees to use its best reasonable efforts to provide the Participant with full use of the EMS and Common Talk Groups but makes no guarantee as to the continual, uninterrupted use of the Radio System, or its fitness for the communication needs of the Participant.

The County makes no representation about the design or capabilities of the County's Radio System. The Participant has decided to enter into this Agreement and use the County's Radio System on the basis of having interoperability with the County and/or other municipalities during times of mutual aid and/or joint operations.

The Radio 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. The parties acknowledge that the responsibility for providing law enforcement, fire, or other emergency services rests with the Participant which is providing such service and not with the other party to this Agreement.

SECTION 9: INSURANCE

The Participant shall at its sole expense, maintain in effect at all times during the performance of work hereunder insurance coverage with limits not less than those set forth below and with insurers and under forms of policies acceptable to the County.

- 9.01 During the term of this Agreement, Participant shall maintain Workers Compensation Insurance and Employers Liability insurance in accordance with Chapter 440 Florida Statutes and applicable Federal Acts. This coverage shall be provided on a primary basis. If any work is subcontracted, Participant shall require all subcontractors to similarly comply with this requirement unless such subcontractor's employees are covered by the Participant's Workers Compensation Insurance policy.

- 9.02 Participant shall purchase and maintain during the term of this Agreement, Commercial General Liability insurance (required coverages, premises/operations, independent contractors, products/completed operations, contractual liability, broad form liability, X-C-U coverages, if applicable) in the amount no less than \$1,000,000 per occurrence.
- 9.03 Should any of the work hereunder involve water craft owned or operated by Participant or any subcontractor, such shall be insured under the Commercial General Liability policy or by other such liability insurance such as Protection and Indemnity in an amount no less than \$5,000,000 per occurrence.
- 9.04 Should any of the work hereunder involve aircraft (fixed wing or helicopter) owned or operated by Participant or any subcontractor, Participant shall procure and maintain Aircraft Liability insurance in the amount of \$5,000,000 per occurrence bodily injury (including passengers) and property damage.
- 9.05 Should the Participant provide patient carrier services using Participant owned or leased vehicles, the Participant shall purchase and maintain during the term of this Agreement, Business Automobile Liability insurance covering on all owned, non-owned and hired automobiles with all of the limits, terms and conditions with a combined single limit bodily injury and property damage in an amount no less than \$1,000,000 per occurrence.
- 9.06 The requirements contained herein as to types and limits, as well as County's approval of insurance coverage to be maintained by Participant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Participant under this Agreement.
- 9.07 The County shall be named as an Additional Insured on each liability insurance policy required, except for Workers Compensation and Business Auto Liability. The additional insured endorsements shall provide coverage on a primary basis. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees and Agents", c/o Electronic Services & Security Division, 2633 Vista Parkway, West Palm Beach, FL, 33411. All involved policies must be endorsed so that thirty (30) days notification of cancellation and any material change(s) in coverage shall be provided to the Board of County Commissioners of Palm Beach County.
- 9.08 The Certificates of Insurance must provide clear evidence that Participant's Insurance Policies contain the minimum limits of coverage and special provisions prescribed in this Section, in accordance with all of the limits, terms and conditions set forth above and shall remain in force during the entire term of this Agreement. Prior to the execution of this Agreement, Participant shall deliver to County Certificate of Insurance, evidencing that such policies are in full force and effect. Such Certificates shall adhere to the conditions set forth herein. Such initial evidence of insurance shall be sent to:

Palm Beach County
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

and

Palm Beach County
C/O Facilities Development & Operations Department
Attn: Business & Community Agreements Manager
2633 Vista Parkway
West Palm Beach, FL 33410

During the term of the Agreement and prior to each subsequent renewal thereof, the Participant shall provide this evidence of compliance with the insurance requirements contained herein to ITS at pbcc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. Should Participant fail to maintain the insurance required herein, the County may terminate Participant's use of the Radio System until coverage is reinstated.

- 9.09 County may request evidence of compliance with the insurance requirements during the term of this Agreement and Participant shall supply such evidence within forty-eight (48) hours of the County's request to do so, by delivering to the County a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect.

SECTION 10: OWNERSHIP OF ASSETS

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

SECTION 11: TERM OF AGREEMENT

Upon execution, the initial term of this Agreement shall commence for a period of three (3) years or until the expiration or termination of Provider's Certificate of Public Convenience and Necessity, whichever comes first. The Agreement may be renewed for three (3) additional terms of three (3) years each. At least eight 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.

SECTION 12: AMENDMENTS TO THIS AGREEMENT

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

SECTION 13: TERMINATION

This Agreement may be terminated by either party, with or without cause upon ten (10) days written notice to the other party. Upon request for termination by the Participant, the System Administrator will proceed to disable the Participant's radios from the County's System. It will be the responsibility of the Participant to reprogram the Participant's radios removing the County's System information from the radios. The Participant will complete reprogramming the Participant's radios within 60 days of the date of termination. Agencies with greater than one hundred (100) radios will be given ninety (90) days to re-program its radios. By the execution of this Agreement, the Agreement R2015-0922 dated July 21, 2015 is hereby terminated.

SECTION 14: NOTICES

Any notice given pursuant to the terms of this Agreement shall be in writing and done by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

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 Administrator
Palm Beach County Electronic Services & Security Division
2633 Vista Parkway
West Palm Beach, FL 33411-5610

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

As to the Participant:

Universal Protection Services, LLC
Attn: Branch Manager
1645 Palm Beach Lakes Blvd. Suite 600

West Palm Beach, FL 33401

SECTION 15: APPLICABLE LAW

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

SECTION 16: NOT USED

SECTION 17: 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 Participant concerning access to the EMS and Common Talk Groups. All representations, either oral or written, shall be deemed to be merged into this Agreement. No subsequent alteration, waiver, change or addition to this Agreement shall be binding upon County or Participant unless reduced to writing and signed by them.

SECTION 18: DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or statutory duties of County officers.

SECTION 19: ASSIGNMENT

Participant 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 20: ANNUAL BUDGETARY FUNDING/CANCELLATION

This Agreement and all obligations of County 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.

SECTION 21: 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 was 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 22: WAIVER OF JURY TRIAL

The parties hereto waive trial by jury in connection with proceedings or counter claims, brought by either of the parties against each other, in connection with this Agreement.

SECTION 23: 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 24: 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 and/or employees of the Participant or the County.

SECTION 25: NON-DISCRIMINATION

The Participant warrants and represents that 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.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

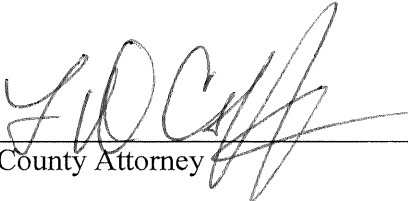
PALM BEACH COUNTY, a political
subdivision of the State of Florida

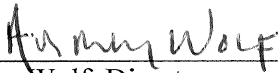
By: _____
Deputy Clerk

By: _____
Melissa McKinlay, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:


APPROVED AS TO TERMS AND
CONDITIONS:

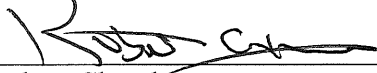
By:  _____
County Attorney

By: MB  _____
Audrey Wolf, Director
Facilities Development & Operations

WITNESS:


UNIVERSAL PROTECTION SERVICE,
LLC, a California company

By:  _____
Witness Signature

By:  _____
Robert Chambers
Regional Vice President


Print Signature Name

By:  _____
Witness Signature


Print Signature Name

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
-