

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

Meeting Date: September 14, 2021

Consent Regular
 Ordinance Public Hearing

Department: **Facilities Development & Operations**

I. EXECUTIVE BRIEF

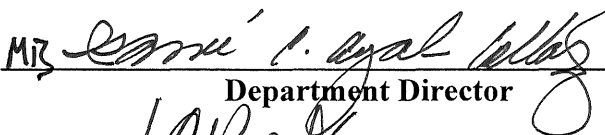
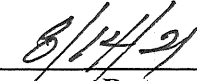

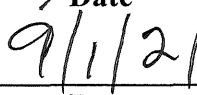
Motion and Title: Staff recommends motion to approve: An Agreement with Hatzalah of Palm Beach County, a not for profit corporation licensed to do business in the State of Florida (“Participant”), allowing for interoperable communications through the countywide and EMS common talk groups of the County’s 800 MHz Radio System for a period of five (5) years.

Summary: This 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 Participant is being permitted such use because it has contracted with Wyndsong Isles, Wyndsong Lakes and The Club at Indian Lakes Home Owner Associations. 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. 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 five (5) years or until the expiration or termination of Participant’s Certificate of Public Convenience and Necessity, whichever comes first. There are two (2) renewal options, each for a term of five (5) years. **(ESS) Countywide (MWJ)**

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. As such there is no capacity impact to the County and hence no charges associated with this Agreement.

Attachments:

Agreement

Recommended By:	 _____ Department Director	 _____ Date
Approved By:	 _____ County Administrator	 _____ Date

II. FISCAL IMPACT ANALYSIS

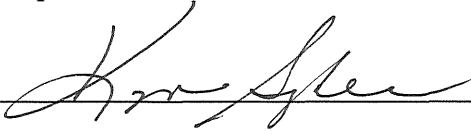
A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	*	_____	_____	_____	_____

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

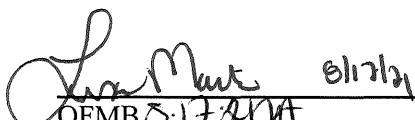
Budget Account No:
 Fund _____ Dept _____ Unit _____ Revenue Source _____
 Fund _____ Dept _____ Unit _____ Revenue Source _____

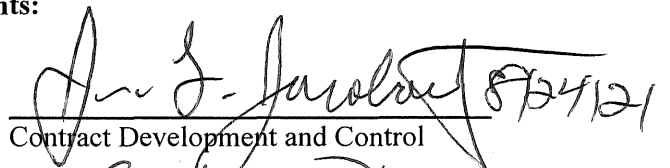
B. Recommended Sources of Funds/Summary of Fiscal Impact:
 * There is no fiscal impact associated with this item

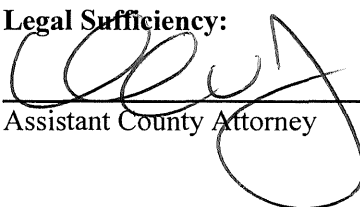
C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


 OFMB 8-17-21 LM
 8/17


 Contract Development and Control
 8-24-21 TW

B. Legal Sufficiency:

 Assistant County Attorney 8/31/21

C. Other Department Review:

 Department Director

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

AGREEMENT

THIS 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 Hatzalah of Palm Beach Inc., a not for profit corporation licensed to do business in the State of Florida, (“Participant”).

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 that supports the needs of the Palm Beach County Sheriff’s Office, Palm Beach County Fire Rescue, Palm Beach County Emergency Medical Services, and various Palm Beach County general government agencies; and

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

WHEREAS, it has been determined to be mutually beneficial to both Parties to execute this Agreement which sets forth the parameters under which the Participant can 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; 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

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 System specifically to provide interoperable communications among public safety 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 Participant to participate in the operational decisions relating to the use of the EMS and Common Talk Groups.

SECTION 2: DEFINITIONS

2.01 Certificate of Public Convenience and Necessity (COPCN): is a certificate with endorsements issued by the Board of County Commissioners, deeming it to be in the public convenience and necessity for the named advanced life support provider to operate within the confines of the County, as authorized in Section 401.25, Florida Statutes, as amended.

2.02 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.

2.03 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.

2.04 EMS Talk Groups: Talk groups established on the County's System that are made available for emergency service personnel to communicate directly with hospitals in and around Palm Beach County.

2.05 Participant Equipment: Also known as "agency radios," are Participant 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.

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

2.07 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.

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

2.09 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 Participant's day to day contact and can be reached at 561-233-0837. The Electronic Services & Security Division is staffed from 8:00 a.m. to 5:00

p.m., Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Dispatch Center at 561-712-6428 and the appropriate contact will be made.

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 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 Manager. The Participant 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 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.

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, and as described within Participant's geographic boundaries as described in Participant's COPCN, 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 Participant 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: PARTICIPANT EQUIPMENT AND RESPONSIBILITIES

5.01 Participant Equipment. The Participant'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 Participant. The Participant is required to keep its equipment in proper operating condition and the Participant is responsible for maintenance of its radio equipment.

5.02 Agreement Limited to EMS and Common Talk Groups. The Participant will only program the EMS and Common Talk Groups and the individual unit ID numbers assigned by the System Manager as part of this Agreement. The Participant 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 Participant Contacts. 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 or its service provider until requested and approved in writing by the System Manager.

5.04 County Confidential Information. The Participant shall receive certain access codes to the County's System to enable the Common Talk Groups to be programmed into the Participant'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 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 ("Confidential Information") 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 may be recalled at any time.

5.04.01 Authorized Parties. Service staff directly employed by the Participant shall be considered authorized to receive access and programming codes for the maintenance of the Participant's radio equipment. Commercial service providers are not considered authorized to receive access to programming codes for the System. If the Participant plans to use commercial services for its system or subscriber unit maintenance, the Participant 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 Participant does not have employees capable of programming Participant radio equipment or prefers to have others program Participant 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 Participant's radio equipment under the terms of a separate agreement.

5.04.03 County Review of Existing Service Provider Agreements. If the Participant uses a commercial service provider to program Participant radio equipment at the time of execution of this Agreement, and desires that the commercial service provider program the Participant radio equipment with the EMS and Common Talk Groups, the Participant 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 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. 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 Participant 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 Participant 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 Participant radio equipment with EMS and Common Talk Groups.

5.04.04 Review of Bid Documents for Service Provider. If the Participant intends to use a commercial service provider to program Participant radio equipment with the EMS and Common Talk Groups, the Participant 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 Participant 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 Participant 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 Participant shall use the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, or Palm Beach County Electronic Services & Security Division to program Participant radio equipment with EMS and Common Talk Groups.

5.04.05 Survival. The provisions of this section regarding the Participant's duty to keep the County's access codes confidential shall survive the termination or expiration of this Agreement.

5.05 Malfunctioning Participant Equipment. The Participant is solely responsible for the performance and the operation of the Participant equipment and any damages or liability resulting from the use thereof. Should the County identify malfunctioning Participant owned equipment; the County will request that the Participant 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 Participant in writing if the device is causing interference to the System.

5.06 Stolen or Lost Participant Radios. In the case of lost or stolen equipment, the Participant 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 Participant to re-activate a disabled radio must be in writing by e-mail to the System Manager.

5.07 COPCN. Prior to obtaining the access codes to the County's System, the Participant shall obtain a COPCN, which will detail the emergency services that can be conducted by the Participant as well as the geographical area within the County where it can perform services. The Participant must maintain its COPCN in order to use the access codes for the County's System.

5.08 Use of Radio Equipment. Radio equipment programmed with access codes for the County's System shall only be used by staff directly employed by the Participant and shall only be used in the locations authorized by the COPCN.

SECTION 6: SUBSCRIBER UNIT INFORMATION TO BE PROVIDED BY PARTICIPANT

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 EMS and Common Talk Groups. The Participant 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 Participant a matrix of the County-wide Talk Groups, aliases, and radio ID numbers prior to the Participant's radios being activated on the County's Public Safety 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 available upon request.

SECTION 7: UTILIZATION AND MONITORING OF EMS AND COMMON TALK GROUPS

7.01 Purpose of EMS Talk Groups. 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 are defined below.
Typical Usage Scenario:

- 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.
- The Fire Rescue Dispatch Center will approve the request that the field unit change talk-groups to the requested hospital talk-group.
- The field unit will then switch to the appropriate talk-group.
- 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 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.

7.03 Approved Uses. Usage of the EMS and 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, coordination and response to local emergencies and disasters, and for emergency medical communications

between emergency providers and hospitals in and around Palm Beach County. 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.

7.04 Prohibited Uses. The EMS and 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.

7.05 Required Monitoring. Agencies requesting to use the EMS and 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 Participant 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 Participant with full use of the EMS and 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 Participant.

8.02 Indemnification. 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 primarily 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

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 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.

8.03 No Responsibility for Third Party Claims. Neither the County nor the Participant shall be liable to each other or for any third party claim, which may arise out of the services provided hereunder or of the radio System itself, its operation or use, or its failure to operate as anticipated, upon whatever cause of action any claim is based. The System is designed to assist qualified law enforcement, fire, and other emergency service professionals. It is not intended to be a substitute for the exercise of judgment or supervision of these professionals. Both parties acknowledge that the responsibility for providing law enforcement, fire, or other emergency services rests with the agency which is providing such service and not necessarily either party to this Agreement.

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 Participant 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

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.

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.

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.

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.

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.

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.

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.

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.

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 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 JDi Data Corporation, 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.

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 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 or obtaining a COPCN, whichever occurs later.

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 Participant shall provide the County with a request to renew this Agreement. Such renewal will require approval of both parties and the County may not unreasonably withhold its approval of the renewal.

SECTION 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 shall terminate if Participant's COPCN expires or is revoked and 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 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 sixty (60) days of the date of termination. A Participant 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 Participant:

Isaac Hersh, President
10811 Cambay Circle
Boynton Beach, FL 33437

SECTION 14: APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, 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 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, except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon the County or Participant unless reduced to writing and signed by them.

SECTION 17: DELEGATION OF DUTY

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

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 Participant 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

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 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 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 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.

SECTION 26: E-VERIFY – EMPLOYMENT ELIGIBILITY

26.01 Participant warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Participant's contractors and subcontractors performing any duties and obligations under this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

26.02 County shall terminate this Agreement if it has a good faith belief that Participant has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

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

ATTEST:

**JOSEPH ABRUZZO
CLERK & COMPTRROLLER**

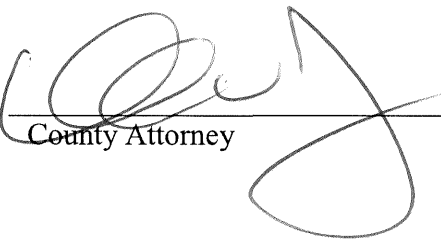
PALM BEACH COUNTY, a political
subdivision of the State of Florida

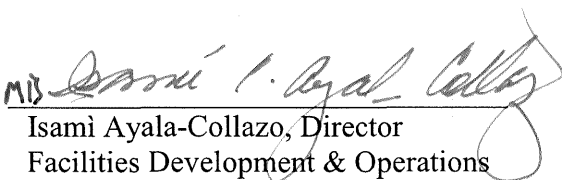
By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

**APPROVED AS TO LEGAL
SUFFICIENCY:**

**APPROVED AS TO TERMS AND
CONDITIONS:**

By:  _____
County Attorney

By:  _____
Isami Ayala-Collazo, Director
Facilities Development & Operations

WITNESS:

PARTICIPANT:

By: Alex Feldman
Witness Signature

By: Isaac Hersh
Isaac Hersh, President

Alex Feldman
Print Signature Name

By: Yitzchok Koby
Witness Signature

Yitzchok Koby
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