



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Personal Services	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Cost	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	*	0	0	0	0

# ADDITIONAL FTE POSITIONS (Cumulative)      0                      0                      0                      0                      0

Is Item Included In Current Budget?    Yes   X      No \_\_\_\_\_  
 Is this item using Federal Funds?      Yes \_\_\_\_\_ No   X    
 Is this item using State Funds?        Yes   X      No \_\_\_\_\_

Budget Account Exp No: Fund 1434 Dept. 660 Unit 9250 Obj. varies  
 Rev No: Fund 1434 Dept. 660 Unit varies Rev. varies

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
 Fund: 1434 – Emergency Communications Number “E-911” FS365.172  
 Dept.: 660 – Public Safety  
 Unit: 9250 – E-911 County

\* There is no additional fiscal impact with these agreements, the County is responsible for maintaining the Next Generation 9-1-1 system and reimburse the PSAPs on an annual basis. The PSAPs may request reimbursement for additional capital expenses if allowable by F.S.365.172 and within budget allocation; these funds would be allocated from the Emergency Communications Fund (no ad valorem impact).

Departmental Fiscal Review: Angie Chun 1/19/2024

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

[Signature]  
 OFMB [Signature]

[Signature]  
 Contract Administration [Signature]

**B. Legal Sufficiency:** v.s 2/14

[Signature]  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**AGREEMENT FOR THE  
INSTALLATION, OPERATION AND MAINTENANCE OF  
THE 9-1-1 EMERGENCY CALL HANDLING SYSTEM**

**THIS AGREEMENT** ("the Agreement") is made as of the 7<sup>th</sup> day of February, 2024, by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as "COUNTY"), and the City of Atlantis \_\_\_\_\_, a municipal corporation or agency of the State of Florida (herein referred to as "AGENCY").

**WITNESSETH**

**WHEREAS**, the Florida Legislature enacted the Emergency Communications Number E911 Act, Section 365.172, Florida Statutes, for the purpose of establishing and implementing a comprehensive statewide emergency telecommunications number system that will provide users of voice communications services with rapid direct access to public safety agencies via a 911 system and to provide funds to counties for certain costs associated with their 911 or E911 system; and

**WHEREAS**, Section 365.172, Florida Statutes, provides for the levy of a reasonable fee on users of voice communications services to establish and implement a comprehensive statewide emergency telecommunications number system to allow direct access to public safety agencies by accessing the telephone number "9-1-1;" and

**WHEREAS**, Section 365.172(2)(e), Florida Statutes, acknowledges the legislative intent that the E911 fee authorized and imposed does not necessarily provide the total funding required to accomplish these purposes; and

**WHEREAS**, Sections 365.172 and 365.173, Florida Statutes, establishes how E911 fees are collected in the State of Florida and redistributed to the appropriate counties to be used as specified; and

**WHEREAS**, Section 365.173(2)(d), Florida Statutes, establishes the COUNTY as the body charged with the appropriation of these funds; and

**WHEREAS**, the COUNTY and the AGENCY recognize the need and benefits to having and maintaining a single functional 9-1-1 network in several locations for emergency call handling and transfer as designated in the Florida Emergency Communications Number E911 State Plan, as may be amended from time to time (hereafter referred to as the "State E911 Plan"); and

**WHEREAS**, to accomplish this, the COUNTY desires to implement a 9-1-1 system in the AGENCY's Public Safety Answering Point (PSAP), also known as an Emergency Communications Center (ECC), which implementation includes the COUNTY's acquisition, installation and maintenance of select COUNTY systems and equipment, and which also may include an annual disbursement of funds to the AGENCY to offset permissible expenditures, and reimbursement of capital expenses for certain 9-1-1 related equipment purchased by the AGENCY, all to the extent permitted under Sections 365.171 and 365.172, Florida Statutes and the County budget adopted, or to be adopted, for the 9-1-1 system; and

**WHEREAS**, the COUNTY and AGENCY consider entering into and performing this Agreement to be in the best interest of their respective citizens and the health, safety, and welfare of such citizens;

Now, therefore, in consideration of the mutual promises contained herein, the COUNTY and AGENCY agree as follows:

**ARTICLE 1 - PURPOSE.**

The purpose of this Agreement is set forth in the above recitals, and same are hereby incorporated herein by reference. This Agreement provides for the installation and maintenance of a 9-1-1 system as described in the Palm Beach County E911 Plan on file with the Florida Department of Management Services; establishes minimum performance standards and other related procedures; establishes a disbursement/reimbursement procedure; and defines responsibilities pertaining to the 9-1-1 Call Handling System as they relate to the parties hereto. The subjects addressed herein, and the responsibilities assigned are not all inclusive and it is anticipated that the Palm Beach County 9-1-1 system will require future revisions and modifications. As a result, this Agreement does not represent a limitation of 9-1-1 issues and may be amended by mutual written agreement of the parties.

**ARTICLE 2 -BAILMENT.**

- a. The COUNTY hereby provides to the AGENCY, and the AGENCY hereby accepts possession of, the COUNTY 9-1-1 systems and equipment, including 9-1-1 Call Handling Equipment ("CHE"), identified on **Exhibit A** attached hereto and incorporated herein (hereinafter referred to as "COUNTY 9-1-1 Systems and Equipment"). Exhibit A may be updated and modified from time to time as agreed to in writing by the parties' Contract Monitors; and each party hereby authorizes its respective Contract Monitor to execute such modified Exhibit A on behalf of said party.
- b. This provision of the COUNTY 9-1-1 Systems and Equipment shall be considered a bailment for the mutual benefit of the COUNTY (bailor) and the AGENCY (bailee).

All COUNTY 9-1-1 Systems and Equipment provided by the COUNTY hereunder shall remain the property of the COUNTY, and the AGENCY shall use such COUNTY 9-1-1 Systems and Equipment only for the purposes contemplated by this Agreement.

### **ARTICLE 3 - OBLIGATIONS OF THE COUNTY**

- a. The COUNTY, through the Department of Public Safety, Division of 9-1-1 Program Services, shall provide the COUNTY 9-1-1 Systems and Equipment to the AGENCY, which the AGENCY shall use for routing, delivery, and handling of 9-1-1 emergency calls.
- b. The COUNTY 9-1-1 system shall be a Next Generation 9-1-1 Emergency Services IP Network (ESINet) and Call Handling System (CHS), and is compliant with all standards required by the State E911 Plan.
- c. The COUNTY will provide on-demand language translation services; monitoring of the COUNTY 9-1-1 Systems and Equipment; PSAP data analytics; and call taker training to the AGENCY's 9-1-1 Public Safety Telecommunicators.
- d. The COUNTY shall provide for the installation of, as well as preventive monthly inspection (PMI), maintenance, upgrades, and emergency service for, the COUNTY 9-1-1 Systems and Equipment.
- e. The COUNTY will ensure all service technicians are fingerprint background checked and Criminal Justice Information Services (CJIS) certified, as required by the Florida Department of Law Enforcement (FDLE) for unescorted entry into secure/restricted areas within PSAPs.
- f. The COUNTY shall be responsible for maintaining a current Master Street Address Guide (MSAG).
- g. The COUNTY shall give priority, in the allocation of E911 fee revenue, to recurring operational expenses of the network and systems; updating and refreshing 9-1-1 equipment and technologies; and any other mandatory expenses.
- h. The COUNTY may provide for an equitable annual disbursement of any remaining E911 fee revenues, not previously encumbered, or of monies specifically designated by the COUNTY, to offset the AGENCY's cost of appropriate statutorily permissible expenditures under Section 365.172, Florida Statutes. Such disbursement, if any, will be calculated by the COUNTY pursuant to an equitable formula. The COUNTY will notify the AGENCY of the amount of any such disbursement on an annual basis.

#### **ARTICLE 4 - OBLIGATIONS OF THE AGENCY**

- a. The AGENCY shall provide security and back-up power, to include a UPS (uninterrupted power source) to the COUNTY 9-1-1 Systems and Equipment in accordance with the State E911 Plan.
- b. The AGENCY shall comply with appropriate cybersecurity protocols as stipulated by the COUNTY, specifically the Department of Public Safety, Division of 9-1-1 Program Services.
- c. The AGENCY shall provide a number of call takers sufficient to meet the requirements of section 5.3.1 of the State E911 Plan. Call takers must maintain current Florida Department of Health Public Safety Telecommunicators certification.
- d. The AGENCY shall promptly notify the COUNTY of any issue that impacts the delivery and answering of 9-1-1 calls. This may include equipment failures or damage and database failures or errors. The AGENCY shall be responsible for lost equipment or equipment damaged due to the AGENCY's negligence based on the value of such equipment at the time of loss or damage.
- e. The AGENCY shall notify the COUNTY of any service boundary, street name, building or unit number, or other addressing that has been changed within three (3) business days of the approval setting forth such changes.
- f. The AGENCY shall operate its PSAP in compliance, at minimum, with all standards established for PSAPs by the State E911 Plan.
- g. The parties acknowledge that the AGENCY's operation of its PSAP may require the AGENCY to procure capital equipment in addition to the COUNTY 9-1-1 Systems and Equipment provided by the COUNTY hereunder. The AGENCY may request from the COUNTY reimbursement of capital expenses relating to such purchase(s) of 9-1-1 related equipment authorized under Section 365.172(10), Florida Statutes; provided that the COUNTY's approval, in its sole discretion, has been obtained prior to the AGENCY's procurement of such equipment. The AGENCY shall be responsible for purchasing and acquiring the equipment, and then submitting for reimbursement to the COUNTY all documentation required by the Palm Beach County Clerk and Comptroller's Office. All requests for reimbursement will be made as soon as practical, but no later than August 31<sup>st</sup> of each fiscal year this Agreement is in effect.
- h. The AGENCY shall provide access to their COUNTY 9-1-1 Systems and Equipment to COUNTY designated service technicians for installation, preventive monthly inspection (PMI), maintenance, upgrades, and emergency service.
- i. The AGENCY will perform no self-service maintenance on COUNTY 9-1-1 Systems and Equipment. The AGENCY shall contact the COUNTY for all maintenance and repairs of the COUNTY 9-1-1 Systems and Equipment.

- j. The AGENCY shall return to the COUNTY all COUNTY 9-1-1 Systems and Equipment when in disrepair or no longer in use, and at the termination of this Agreement, for tracking and proper disposal.

**ARTICLE 5 - TERM AND TERMINATION**

The term of this Agreement, unless terminated as provided in this Article 5, is for a period of five (5) years commencing January 1, 2024, with three (3) one-year renewal options, under the same terms and conditions stated herein, upon written agreement of the parties.

The COUNTY reserves the right to terminate this Agreement for cause upon ninety (90) days' written notice to the AGENCY. The AGENCY may terminate this Agreement upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the AGENCY.

**ARTICLE 6 - CONTRACT MONITORS AND NOTICES**

The COUNTY's Contract Monitor shall be the Public Safety Department Director, whose telephone number is (561)712-6400. The AGENCY's Contract Monitor shall be the AGENCY's Manager, whose telephone number is (561) 965-1700.

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand with a receipt obtained, or by certified mail return receipt requested, or by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Public Safety Department Director  
20 South Military Trail  
West Palm Beach, FL 33415

With a copy to:

Dan Koenig, Senior Manager, PBC 9-1-1 Program Services  
20 South Military Trail  
West Palm Beach, FL 33415

and

Palm Beach County Attorney's Office  
301 North Olive Ave. - 6<sup>th</sup> Floor  
West Palm Beach, FL 33401

If sent to the AGENCY, notices shall be addressed to:

Chief Robert G. Mangold

260 Orange Tree Drive

Atlantis, FL 33462

With a copy to:

Megan Legall, Support Services Manager

260 Orange Tree Drive

Atlantis, FL 33462

#### **ARTICLE 7 - LIABILITY**

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, the COUNTY shall indemnify, defend and hold harmless the AGENCY against any actions, claims or damages arising out of the COUNTY's negligence in connection with this Agreement, and the AGENCY shall indemnify, defend and hold harmless the COUNTY against any actions, claims or damages arising out of the AGENCY's negligence in connection with this Agreement, including its negligent use, care and/or possession of the COUNTY 9-1-1 Systems and Equipment provided hereunder. This provision does not constitute consent of either party to be sued by third parties and shall not be construed as a waiver of either party's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. Nor shall this provision be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

#### **ARTICLE 8 - WAIVER**

If either party shall waive any provisions of the Agreement or fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed a continuing waiver and shall never be construed as such; and such party shall thereafter have the right to insist upon the enforcement of such conditions or provisions.

#### **ARTICLE 9 - SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held by a court of competent jurisdiction to be



invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 10 - ENTIRETY OF AGREEMENT**

The COUNTY and the AGENCY agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto or as specifically provided for herein.

#### **ARTICLE 11 - AUDITS and PUBLIC RECORDS**

The AGENCY and the COUNTY shall maintain records relating to this Agreement and performance hereunder in accordance with Florida's public records laws and any other applicable laws, including any applicable confidentiality laws. At a minimum, the AGENCY and the COUNTY shall maintain such records for at least five (5) years after the termination of this Agreement. If any inquiry, investigation, audit or litigation is underway at any time during the five (5) year period, the AGENCY and the COUNTY shall continue to maintain and preserve the records until the resolution of the inquiry, investigation, audit or litigation. The COUNTY and the AGENCY shall have the right, upon reasonable request and during normal business hours, to inspect, examine or copy the other's records, and each party shall make such records available to the other party in Palm Beach County.

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's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in 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.

**ARTICLE 12 - NO AGENCY**

Nothing contained herein is intended to, nor shall create an agency relationship between the COUNTY and the AGENCY.

**ARTICLE 13 - EMPLOYEE FUNCTIONS**

No employee of the COUNTY or the AGENCY shall perform any function or service which is not within the employee's scope of duties as defined or determined by the employee's employer.

**ARTICLE 14 - RELATIONSHIP OF EMPLOYEES**

No employee, officer, or agent of either party shall, in connection with this Agreement or the performance of services and functions hereunder, have a right to or claim any pension, workers' compensation, unemployment compensation, civil service, or other employee rights, privileges, or benefits granted by operation of law or otherwise except through and against the entity by whom they are employed. No employee of either party shall be deemed the employee of the other, for any purpose, whatsoever. Neither party is authorized to make or enter into any contract, agreement, or warranty for or on behalf of the other, unless the parties to this Agreement have entered into a written agreement expressly authorizing such.

**ARTICLE 15 - ASSIGNMENT OF RIGHTS**

Neither party shall assign, transfer or convey, in whole or in part, its rights, duties, or obligations without the prior written consent of the other; however nothing contained herein shall be construed to prevent COUNTY, in its sole discretion, from using subcontractors to perform its obligations under this Agreement without obtaining consent.

**ARTICLE 16 - NONDISCRIMINATION**

In Resolution 2017-1770, the COUNTY expressed its commitment to assuring equal opportunity by not conducting business with nor appropriating funds to entities that discriminate as set forth therein. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AGENCY 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.

**ARTICLE 17 - ANNUAL APPROPRIATIONS**

Each party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder.

**ARTICLE 18 - REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**ARTICLE 19 - JOINT PREPARATION**

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely or as a matter of judicial constraint, be construed more severely against one of the parties than the other.

**ARTICLE 20 - CAPTIONS**

The captions and section headings appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

**ARTICLE 21 - DELEGATION OF DUTY**

This Agreement shall not in any way or manner whatsoever be deemed to constitute a transfer of powers or functions. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or municipal officers.

**ARTICLE 22 - SURVIVABILITY**

Any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

**ARTICLE 23 - 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 AGENCY.

**ARTICLE 24 - E-VERIFY - EMPLOYMENT ELIGIBILITY**

Each party warrants and represents that it is in compliance with Section 448.095, Florida Statutes, as may be amended. Each party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired employees. If either party has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, said party shall terminate this Agreement with the violating party.

**ARTICLE 25 - FORCE MAJEURE**

The COUNTY and/or the AGENCY shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any strike, lockout, civil commotion, war-like operation, natural disaster, invasion, rebellion, pandemic, military power, sabotage, government regulations or controls over which COUNTY or AGENCY, as applicable, has no amendatory powers, inability to obtain any material, utilities, service or financing, through Acts of God or other cause beyond the reasonable control of the COUNTY or AGENCY, as applicable. Furthermore, the COUNTY and the AGENCY specifically acknowledge that neither shall have any liability whatsoever for any damages or injuries due to a Force Majeure.

**ARTICLE 26 - TERMINATION OF PRIOR AGREEMENT**

The prior Agreement for the Enhancement and Maintenance of the E9-1-1 Emergency Telephone Number System, entered into between the parties in 1992, shall be automatically terminated upon the commencement of this Agreement.

-----Balance of page left intentionally blank-----

IN WITNESS WHEREOF, the COUNTY and the AGENCY have each caused this Agreement to be executed by its duly authorized official as of the date first set forth above.

**PALM BEACH COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS**

By:   
County Administrator or Designee

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

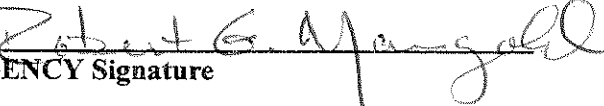
By:   
Assistant County Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

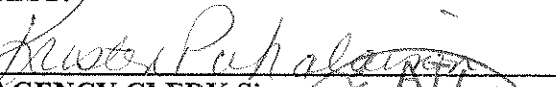
By:   
Department Director

**AGENCY:**

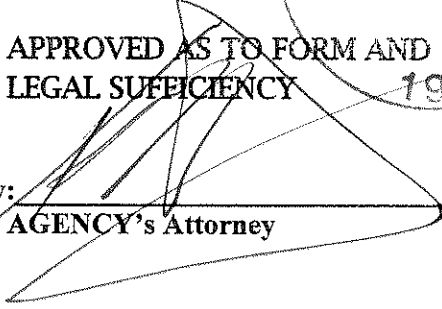
City of Atlantis  
AGENCY Name

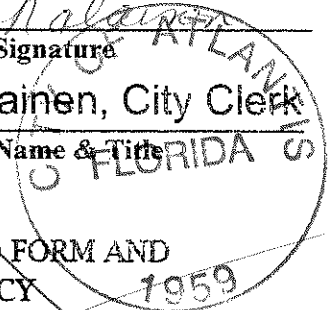
By:   
AGENCY Signature  
Robert G. Mangold, Chief of Police  
Typed Name & Title

**ATTEST:**

By:   
AGENCY CLERK Signature  
Kristen Puhalainen, City Clerk  
AGENCY CLERK Name & Title

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By:   
AGENCY's Attorney



(corp. seal)

PSAP: Atlantis Police Department

**Back Room**

HP Proliant G8 DL160 SE SERVER	4
Cisco 24-port Switch	2
4 ft IT Cabinet	1
Color Laser Printer	1

**Workstations**

Intrado A9C Call Handling Appliance	2
22" Touchscreen Monitor	2
22" Monitor	2
Genovation Keypad	2
Keyboard	2
Mouse	2

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INSTALLATION, OPERATION AND MAINTENANCE OF  
THE 9-1-1 EMERGENCY CALL HANDLING SYSTEM**

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**WITNESSETH**

**WHEREAS**, the Florida Legislature enacted the Emergency Communications Number E911 Act, Section 365.172, Florida Statutes, for the purpose of establishing and implementing a comprehensive statewide emergency telecommunications number system that will provide users of voice communications services with rapid direct access to public safety agencies via a 911 system and to provide funds to counties for certain costs associated with their 911 or E911 system; and

**WHEREAS**, Section 365.172, Florida Statutes, provides for the levy of a reasonable fee on users of voice communications services to establish and implement a comprehensive statewide emergency telecommunications number system to allow direct access to public safety agencies by accessing the telephone number “9-1-1;” and

**WHEREAS**, Section 365.172(2)(e), Florida Statutes, acknowledges the legislative intent that the E911 fee authorized and imposed does not necessarily provide the total funding required to accomplish these purposes; and

**WHEREAS**, Sections 365.172 and 365.173, Florida Statutes, establishes how E911 fees are collected in the State of Florida and redistributed to the appropriate counties to be used as specified; and

**WHEREAS**, Section 365.173(2)(d), Florida Statutes, establishes the COUNTY as the body charged with the appropriation of these funds; and

**WHEREAS**, the COUNTY and the AGENCY recognize the need and benefits to having and maintaining a single functional 9-1-1 network in several locations for emergency call handling and transfer as designated in the Florida Emergency Communications Number E911 State Plan, as may be amended from time to time (hereafter referred to as the “State E911 Plan”); and

**WHEREAS**, to accomplish this, the COUNTY desires to implement a 9-1-1 system in the AGENCY's Public Safety Answering Point (PSAP), also known as an Emergency Communications Center (ECC), which implementation includes the COUNTY's acquisition, installation and maintenance of select COUNTY systems and equipment, and which also may include an annual disbursement of funds to the AGENCY to offset permissible expenditures, and reimbursement of capital expenses for certain 9-1-1 related equipment purchased by the AGENCY, all to the extent permitted under Sections 365.171 and 365.172, Florida Statutes and the County budget adopted, or to be adopted, for the 9-1-1 system; and

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- b. This provision of the COUNTY 9-1-1 Systems and Equipment shall be considered a bailment for the mutual benefit of the COUNTY (bailor) and the AGENCY (bailee).



All COUNTY 9-1-1 Systems and Equipment provided by the COUNTY hereunder shall remain the property of the COUNTY, and the AGENCY shall use such COUNTY 9-1-1 Systems and Equipment only for the purposes contemplated by this Agreement.

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- b. The COUNTY 9-1-1 system shall be a Next Generation 9-1-1 Emergency Services IP Network (ESINet) and Call Handling System (CHS), and is compliant with all standards required by the State E911 Plan.
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- d. The AGENCY shall promptly notify the COUNTY of any issue that impacts the delivery and answering of 9-1-1 calls. This may include equipment failures or damage and database failures or errors. The AGENCY shall be responsible for lost equipment or equipment damaged due to the AGENCY's negligence based on the value of such equipment at the time of loss or damage.
- e. The AGENCY shall notify the COUNTY of any service boundary, street name, building or unit number, or other addressing that has been changed within three (3) business days of the approval setting forth such changes.
- f. The AGENCY shall operate its PSAP in compliance, at minimum, with all standards established for PSAPs by the State E911 Plan.
- g. The parties acknowledge that the AGENCY's operation of its PSAP may require the AGENCY to procure capital equipment in addition to the COUNTY 9-1-1 Systems and Equipment provided by the COUNTY hereunder. The AGENCY may request from the COUNTY reimbursement of capital expenses relating to such purchase(s) of 9-1-1 related equipment authorized under Section 365.172(10), Florida Statutes; provided that the COUNTY's approval, in its sole discretion, has been obtained prior to the AGENCY's procurement of such equipment. The AGENCY shall be responsible for purchasing and acquiring the equipment, and then submitting for reimbursement to the COUNTY all documentation required by the Palm Beach County Clerk and Comptroller's Office. All requests for reimbursement will be made as soon as practical, but no later than August 31<sup>st</sup> of each fiscal year this Agreement is in effect.
- h. The AGENCY shall provide access to their COUNTY 9-1-1 Systems and Equipment to COUNTY designated service technicians for installation, preventive monthly inspection (PMI), maintenance, upgrades, and emergency service.
- i. The AGENCY will perform no self-service maintenance on COUNTY 9-1-1 Systems and Equipment. The AGENCY shall contact the COUNTY for all maintenance and repairs of the COUNTY 9-1-1 Systems and Equipment.

- j. The AGENCY shall return to the COUNTY all COUNTY 9-1-1 Systems and Equipment when in disrepair or no longer in use, and at the termination of this Agreement, for tracking and proper disposal.

**ARTICLE 5 – TERM AND TERMINATION**

The term of this Agreement, unless terminated as provided in this Article 5, is for a period of five (5) years commencing January 1, 2024, with three (3) one-year renewal options, under the same terms and conditions stated herein, upon written agreement of the parties.

The COUNTY reserves the right to terminate this Agreement for cause upon ninety (90) days' written notice to the AGENCY. The AGENCY may terminate this Agreement upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the AGENCY.

**ARTICLE 6 – CONTRACT MONITORS AND NOTICES**

The COUNTY's Contract Monitor shall be the Public Safety Department Director, whose telephone number is (561)712-6400. The AGENCY's Contract Monitor shall be the AGENCY's Manager, whose telephone number is (561) 338-1205.

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand with a receipt obtained, or by certified mail return receipt requested, or by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Public Safety Department Director  
20 South Military Trail  
West Palm Beach, FL 33415

With a copy to:

Dan Koenig, Senior Manager, PBC 9-1-1 Program Services  
20 South Military Trail  
West Palm Beach, FL 33415

and

Palm Beach County Attorney's Office  
301 North Olive Ave. – 6<sup>th</sup> Floor  
West Palm Beach, FL 33401

If sent to the AGENCY, notices shall be addressed to:

Chief of Police, Boca Raton Police Department

100 N W 2 Avenue

Boca Raton, FL 33432

With a copy to:

Special Services Captain, Boca Raton Police Department

100 N W 2 Avenue

Boca Raton, FL 33432

#### ARTICLE 7 - LIABILITY

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, the COUNTY shall indemnify, defend and hold harmless the AGENCY against any actions, claims or damages arising out of the COUNTY's negligence in connection with this Agreement, and the AGENCY shall indemnify, defend and hold harmless the COUNTY against any actions, claims or damages arising out of the AGENCY's negligence in connection with this Agreement, including its negligent use, care and/or possession of the COUNTY 9-1-1 Systems and Equipment provided hereunder. This provision does not constitute consent of either party to be sued by third parties and shall not be construed as a waiver of either party's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. Nor shall this provision be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

#### ARTICLE 8 - WAIVER

If either party shall waive any provisions of the Agreement or fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed a continuing waiver and shall never be construed as such; and such party shall thereafter have the right to insist upon the enforcement of such conditions or provisions.

#### ARTICLE 9 - SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held by a court of competent jurisdiction to be

invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 10 - ENTIRETY OF AGREEMENT**

The COUNTY and the AGENCY agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto or as specifically provided for herein.

**ARTICLE 11 - AUDITS and PUBLIC RECORDS**

The AGENCY and the COUNTY shall maintain records relating to this Agreement and performance hereunder in accordance with Florida's public records laws and any other applicable laws, including any applicable confidentiality laws. At a minimum, the AGENCY and the COUNTY shall maintain such records for at least five (5) years after the termination of this Agreement. If any inquiry, investigation, audit or litigation is underway at any time during the five (5) year period, the AGENCY and the COUNTY shall continue to maintain and preserve the records until the resolution of the inquiry, investigation, audit or litigation. The COUNTY and the AGENCY shall have the right, upon reasonable request and during normal business hours, to inspect, examine or copy the other's records, and each party shall make such records available to the other party in Palm Beach County.

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's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in 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.

**ARTICLE 12 - NO AGENCY**

Nothing contained herein is intended to, nor shall create an agency relationship between the COUNTY and the AGENCY.

**ARTICLE 13 - EMPLOYEE FUNCTIONS**

No employee of the COUNTY or the AGENCY shall perform any function or service which is not within the employee's scope of duties as defined or determined by the employee's employer.

**ARTICLE 14 - RELATIONSHIP OF EMPLOYEES**

No employee, officer, or agent of either party shall, in connection with this Agreement or the performance of services and functions hereunder, have a right to or claim any pension, workers' compensation, unemployment compensation, civil service, or other employee rights, privileges, or benefits granted by operation of law or otherwise except through and against the entity by whom they are employed. No employee of either party shall be deemed the employee of the other, for any purpose, whatsoever. Neither party is authorized to make or enter into any contract, agreement, or warranty for or on behalf of the other, unless the parties to this Agreement have entered into a written agreement expressly authorizing such.

**ARTICLE 15 - ASSIGNMENT OF RIGHTS**

Neither party shall assign, transfer or convey, in whole or in part, its rights, duties, or obligations without the prior written consent of the other; however nothing contained herein shall be construed to prevent COUNTY, in its sole discretion, from using subcontractors to perform its obligations under this Agreement without obtaining consent.

**ARTICLE 16 - NONDISCRIMINATION**

In Resolution 2017-1770, the COUNTY expressed its commitment to assuring equal opportunity by not conducting business with nor appropriating funds to entities that discriminate as set forth therein. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AGENCY 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.

**ARTICLE 17 - ANNUAL APPROPRIATIONS**

Each party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder.

**ARTICLE 18 - REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**ARTICLE 19 - JOINT PREPARATION**

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely or as a matter of judicial constraint, be construed more severely against one of the parties than the other.

**ARTICLE 20 - CAPTIONS**

The captions and section headings appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

**ARTICLE 21 - DELEGATION OF DUTY**

This Agreement shall not in any way or manner whatsoever be deemed to constitute a transfer of powers or functions. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or municipal officers.

**ARTICLE 22 - SURVIVABILITY**

Any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

**ARTICLE 23 - 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 AGENCY.

**ARTICLE 24 - E-VERIFY - EMPLOYMENT ELIGIBILITY**

Each party warrants and represents that it is in compliance with Section 448.095, Florida Statutes, as may be amended. Each party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired employees. If either party has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, said party shall terminate this Agreement with the violating party.

**ARTICLE 25 - FORCE MAJEURE**

The COUNTY and/or the AGENCY shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any strike, lockout, civil commotion, war-like operation, natural disaster, invasion, rebellion, pandemic, military power, sabotage, government regulations or controls over which COUNTY or AGENCY, as applicable, has no amendatory powers, inability to obtain any material, utilities, service or financing, through Acts of God or other cause beyond the reasonable control of the COUNTY or AGENCY, as applicable. Furthermore, the COUNTY and the AGENCY specifically acknowledge that neither shall have any liability whatsoever for any damages or injuries due to a Force Majeure.

**ARTICLE 26 - TERMINATION OF PRIOR AGREEMENT**

The prior Agreement for the Enhancement and Maintenance of the E9-1-1 Emergency Telephone Number System, entered into between the parties in 1992, shall be automatically terminated upon the commencement of this Agreement.

-----Balance of page left intentionally blank-----



IN WITNESS WHEREOF, the COUNTY and the AGENCY have each caused this Agreement to be executed by its duly authorized official as of the date first set forth above.

**PALM BEACH COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS**

By:   
County Administrator or Designee

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:   
Assistant County Attorney

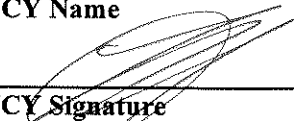
**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
Department Director

**AGENCY:**

City of Boca Raton

AGENCY Name

By: 

**AGENCY Signature**

Leif J. Ahnell, C.P.A., C.G.F.O., City Manager

Typed Name & Title

**ATTEST:**

By: 

**AGENCY CLERK Signature**

Mary Siddons, City Clerk

AGENCY CLERK Name & Title

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By:   
AGENCY's Attorney

(corp. seal)

PSAP: Boca Raton Police Services

**Back Room**

HP Proliant G8 DL160 SE SERVER	5
Cisco 48-port Switch	4
4 ft IT Cabinet	2
Color Laser Printer	1

**Workstations**

Intrado A9C Call Handling Appliance	14
22" Touchscreen Monitor	14
22" Monitor	14
Genovation Keypad	14
Keyboard	14
Mouse	14

**AGREEMENT FOR THE  
INSTALLATION, OPERATION AND MAINTENANCE OF  
THE 9-1-1 EMERGENCY CALL HANDLING SYSTEM**

**THIS AGREEMENT** ("the Agreement") is made as of the 16<sup>th</sup> day of May, 2023, by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as "COUNTY"), City of Boynton Beach, a municipal corporation or agency of the State of Florida (herein referred to as "AGENCY").

*7<sup>th</sup> day of February, 2024*

**WITNESSETH**

**WHEREAS**, the Florida Legislature enacted the Emergency Communications Number E911 Act, Section 365.172, Florida Statutes, for the purpose of establishing and implementing a comprehensive statewide emergency telecommunications number system that will provide users of voice communications services with rapid direct access to public safety agencies via a 911 system and to provide funds to counties for certain costs associated with their 911 or E911 system; and

**WHEREAS**, Section 365.172, Florida Statutes, provides for the levy of a reasonable fee on users of voice communications services to establish and implement a comprehensive statewide emergency telecommunications number system to allow direct access to public safety agencies by accessing the telephone number "9-1-1;" and

**WHEREAS**, Section 365.172(2)(e), Florida Statutes, acknowledges the legislative intent that the E911 fee authorized and imposed does not necessarily provide the total funding required to accomplish these purposes; and

**WHEREAS**, Sections 365.172 and 365.173, Florida Statutes, establishes how E911 fees are collected in the State of Florida and redistributed to the appropriate counties to be used as specified; and

**WHEREAS**, Section 365.173(2)(d), Florida Statutes, establishes the COUNTY as the body charged with the appropriation of these funds; and

**WHEREAS**, the COUNTY and the AGENCY recognize the need and benefits to having and maintaining a single functional 9-1-1 network in several locations for emergency call handling and transfer as designated in the Florida Emergency Communications Number E911 State Plan, as may be amended from time to time (hereafter referred to as the "State E911 Plan"); and

**WHEREAS**, to accomplish this, the COUNTY desires to implement a 9-1-1 system in the AGENCY's Public Safety Answering Point (PSAP), also known as an Emergency Communications Center (ECC), which implementation includes the COUNTY's acquisition, installation and maintenance of select COUNTY systems and equipment, and which also may include an annual disbursement of funds to the AGENCY to offset permissible expenditures, and reimbursement of capital expenses for certain 9-1-1 related equipment purchased by the AGENCY, all to the extent permitted under Sections 365.171 and 365.172, Florida Statutes and the County budget adopted, or to be adopted, for the 9-1-1 system; and

**WHEREAS**, the COUNTY and AGENCY consider entering into and performing this Agreement to be in the best interest of their respective citizens and the health, safety, and welfare of such citizens;

Now, therefore, in consideration of the mutual promises contained herein, the COUNTY and AGENCY agree as follows:

**ARTICLE 1 - PURPOSE.**

The purpose of this Agreement is set forth in the above recitals, and same are hereby incorporated herein by reference. This Agreement provides for the installation and maintenance of a 9-1-1 system as described in the Palm Beach County E911 Plan on file with the Florida Department of Management Services; establishes minimum performance standards and other related procedures; establishes a disbursement/reimbursement procedure; and defines responsibilities pertaining to the 9-1-1 Call Handling System as they relate to the parties hereto. The subjects addressed herein, and the responsibilities assigned are not all inclusive and it is anticipated that the Palm Beach County 9-1-1 system will require future revisions and modifications. As a result, this Agreement does not represent a limitation of 9-1-1 issues and may be amended by mutual written agreement of the parties.

**ARTICLE 2 - BAILMENT.**

- a. The COUNTY hereby provides to the AGENCY, and the AGENCY hereby accepts possession of, the COUNTY 9-1-1 systems and equipment, including 9-1-1 Call Handling Equipment ("CHE"), identified on **Exhibit A** attached hereto and incorporated herein (hereinafter referred to as "COUNTY 9-1-1 Systems and Equipment"). Exhibit A may be updated and modified from time to time as agreed to in writing by the parties' Contract Monitors; and each party hereby authorizes its respective Contract Monitor to execute such modified Exhibit A on behalf of said party.
- b. This provision of the COUNTY 9-1-1 Systems and Equipment shall be considered a bailment for the mutual benefit of the COUNTY (bailor) and the AGENCY (bailee).

All COUNTY 9-1-1 Systems and Equipment provided by the COUNTY hereunder shall remain the property of the COUNTY, and the AGENCY shall use such COUNTY 9-1-1 Systems and Equipment only for the purposes contemplated by this Agreement.

**ARTICLE 3 - OBLIGATIONS OF THE COUNTY**

- a. The COUNTY, through the Department of Public Safety, Division of 9-1-1 Program Services, shall provide the COUNTY 9-1-1 Systems and Equipment to the AGENCY, which the AGENCY shall use for routing, delivery, and handling of 9-1-1 emergency calls.
- b. The COUNTY 9-1-1 system shall be a Next Generation 9-1-1 Emergency Services IP Network (ESINet) and Call Handling System (CHS), and is compliant with all standards required by the State E911 Plan.
- c. The COUNTY will provide on-demand language translation services; monitoring of the COUNTY 9-1-1 Systems and Equipment; PSAP data analytics; and call taker training to the AGENCY's 9-1-1 Public Safety Telecommunicators.
- d. The COUNTY shall provide for the installation of, as well as preventive monthly inspection (PMI), maintenance, upgrades, and emergency service for, the COUNTY 9-1-1 Systems and Equipment.
- e. The COUNTY will ensure all service technicians are fingerprint background checked and Criminal Justice Information Services (CJIS) certified, as required by the Florida Department of Law Enforcement (FDLE) for unescorted entry into secure/restricted areas within PSAPs.
- f. The COUNTY shall be responsible for maintaining a current Master Street Address Guide (MSAG).
- g. The COUNTY shall give priority, in the allocation of E911 fee revenue, to recurring operational expenses of the network and systems; updating and refreshing 9-1-1 equipment and technologies; and any other mandatory expenses.
- h. The COUNTY may provide for an equitable annual disbursement of any remaining E911 fee revenues, not previously encumbered, or of monies specifically designated by the COUNTY, to offset the AGENCY's cost of appropriate statutorily permissible expenditures under Section 365.172, Florida Statutes. Such disbursement, if any, will be calculated by the COUNTY pursuant to an equitable formula. The COUNTY will notify the AGENCY of the amount of any such disbursement on an annual basis.

#### **ARTICLE 4 - OBLIGATIONS OF THE AGENCY**

- a. The AGENCY shall provide security and back-up power, to include a UPS (uninterrupted power source) to the COUNTY 9-1-1 Systems and Equipment in accordance with the State E911 Plan.
- b. The AGENCY shall comply with appropriate cybersecurity protocols as stipulated by the COUNTY, specifically the Department of Public Safety, Division of 9-1-1 Program Services.
- c. The AGENCY shall provide a number of call takers sufficient to meet the requirements of section 5.3.1 of the State E911 Plan. Call takers must maintain current Florida Department of Health Public Safety Telecommunicators certification.
- d. The AGENCY shall promptly notify the COUNTY of any issue that impacts the delivery and answering of 9-1-1 calls. This may include equipment failures or damage and database failures or errors. The AGENCY shall be responsible for lost equipment or equipment damaged due to the AGENCY's negligence based on the value of such equipment at the time of loss or damage.
- e. The AGENCY shall notify the COUNTY of any service boundary, street name, building or unit number, or other addressing that has been changed within three (3) business days of the approval setting forth such changes.
- f. The AGENCY shall operate its PSAP in compliance, at minimum, with all standards established for PSAPs by the State E911 Plan.
- g. The parties acknowledge that the AGENCY's operation of its PSAP may require the AGENCY to procure capital equipment in addition to the COUNTY 9-1-1 Systems and Equipment provided by the COUNTY hereunder. The AGENCY may request from the COUNTY reimbursement of capital expenses relating to such purchase(s) of 9-1-1 related equipment authorized under Section 365.172(10), Florida Statutes; provided that the COUNTY's approval, in its sole discretion, has been obtained prior to the AGENCY's procurement of such equipment. The AGENCY shall be responsible for purchasing and acquiring the equipment, and then submitting for reimbursement to the COUNTY all documentation required by the Palm Beach County Clerk and Comptroller's Office. All requests for reimbursement will be made as soon as practical, but no later than August 31<sup>st</sup> of each fiscal year this Agreement is in effect.
- h. The AGENCY shall provide access to their COUNTY 9-1-1 Systems and Equipment to COUNTY designated service technicians for installation, preventive monthly inspection (PMI), maintenance, upgrades, and emergency service.
- i. The AGENCY will perform no self-service maintenance on COUNTY 9-1-1 Systems and Equipment. The AGENCY shall contact the COUNTY for all maintenance and repairs of the COUNTY 9-1-1 Systems and Equipment.

- j. The AGENCY shall return to the COUNTY all COUNTY 9-1-1 Systems and Equipment when in disrepair or no longer in use, and at the termination of this Agreement, for tracking and proper disposal.

#### **ARTICLE 5 - TERM AND TERMINATION**

The term of this Agreement, unless terminated as provided in this Article 5, is for a period of five (5) years commencing January 1, 2024, with three (3) one-year renewal options, under the same terms and conditions stated herein, upon written agreement of the parties.

The COUNTY reserves the right to terminate this Agreement for cause upon ninety (90) days' written notice to the AGENCY. The AGENCY may terminate this Agreement upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the AGENCY.

#### **ARTICLE 6 - CONTRACT MONITORS AND NOTICES**

The COUNTY's Contract Monitor shall be the Public Safety Department Director, whose telephone number is (561)712-6400. The AGENCY's Contract Monitor shall be the AGENCY's Manager, whose telephone number is (561) 742-6010.

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand with a receipt obtained, or by certified mail return receipt requested, or by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Public Safety Department Director  
20 South Military Trail  
West Palm Beach, FL 33415

With a copy to:

Dan Koenig, Senior Manager, PBC 9-1-1 Program Services  
20 South Military Trail  
West Palm Beach, FL 33415

and

Palm Beach County Attorney's Office  
301 North Olive Ave. - 6<sup>th</sup> Floor  
West Palm Beach, FL 33401

If sent to the AGENCY, notices shall be addressed to:

Daniel Dugger, City Manager

City of Boynton Beach

P.O. Box 310, Boynton Beach, FL 33435

With a copy to:

Michael D. Cirullo, Jr., Esquire

3099 East Commercial Blvd., Ste. 200

Ft. Lauderdale, FL 33308

**ARTICLE 7 - LIABILITY**

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, the COUNTY shall indemnify, defend and hold harmless the AGENCY against any actions, claims or damages arising out of the COUNTY's negligence in connection with this Agreement, and the AGENCY shall indemnify, defend and hold harmless the COUNTY against any actions, claims or damages arising out of the AGENCY's negligence in connection with this Agreement, including its negligent use, care and/or possession of the COUNTY 9-1-1 Systems and Equipment provided hereunder. This provision does not constitute consent of either party to be sued by third parties and shall not be construed as a waiver of either party's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. Nor shall this provision be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

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If either party shall waive any provisions of the Agreement or fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed a continuing waiver and shall never be construed as such; and such party shall thereafter have the right to insist upon the enforcement of such conditions or provisions.

**ARTICLE 9 - SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held by a court of competent jurisdiction to be



invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 10 – ENTIRETY OF AGREEMENT**

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**ARTICLE 11 – AUDITS and PUBLIC RECORDS**

The AGENCY and the COUNTY shall maintain records relating to this Agreement and performance hereunder in accordance with Florida's public records laws and any other applicable laws, including any applicable confidentiality laws. At a minimum, the AGENCY and the COUNTY shall maintain such records for at least five (5) years after the termination of this Agreement. If any inquiry, investigation, audit or litigation is underway at any time during the five (5) year period, the AGENCY and the COUNTY shall continue to maintain and preserve the records until the resolution of the inquiry, investigation, audit or litigation. The COUNTY and the AGENCY shall have the right, upon reasonable request and during normal business hours, to inspect, examine or copy the other's records, and each party shall make such records available to the other party in Palm Beach County.

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**ARTICLE 17 - ANNUAL APPROPRIATIONS**

Each party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder.

**ARTICLE 18 - REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**ARTICLE 19 - JOINT PREPARATION**

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely or as a matter of judicial constraint, be construed more severely against one of the parties than the other.

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Any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

**ARTICLE 23 - 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 AGENCY.

**ARTICLE 24 - E-VERIFY - EMPLOYMENT ELIGIBILITY**

Each party warrants and represents that it is in compliance with Section 448.095, Florida Statutes, as may be amended. Each party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired employees. If either party has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, said party shall terminate this Agreement with the violating party.

**ARTICLE 25 - FORCE MAJEURE**

The COUNTY and/or the AGENCY shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any strike, lockout, civil commotion, war-like operation, natural disaster, invasion, rebellion, pandemic, military power, sabotage, government regulations or controls over which COUNTY or AGENCY, as applicable, has no amendatory powers, inability to obtain any material, utilities, service or financing, through Acts of God or other cause beyond the reasonable control of the COUNTY or AGENCY, as applicable. Furthermore, the COUNTY and the AGENCY specifically acknowledge that neither shall have any liability whatsoever for any damages or injuries due to a Force Majeure.

**ARTICLE 26 - TERMINATION OF PRIOR AGREEMENT**

The prior Agreement for the Enhancement and Maintenance of the E9-1-1 Emergency Telephone Number System, entered into between the parties in 1992, shall be automatically terminated upon the commencement of this Agreement.

-----Balance of page left intentionally blank-----

IN WITNESS WHEREOF, the COUNTY and the AGENCY have each caused this Agreement to be executed by its duly authorized official as of the date first set forth above.

**PALM BEACH COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS**

By:   
County Administrator or Designee

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**


By:   
Assistant County Attorney

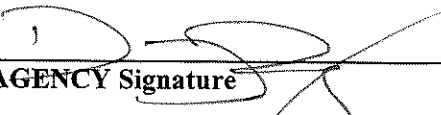
**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
Department Director


**AGENCY:**

City of Boynton Beach  
AGENCY Name

By:   
AGENCY Signature  
Ty Penserga, Mayor  
Typed/Name & Title

By:   
AGENCY Signature  
Daniel Dugger, City Manager  
AGENCY Name & Title

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By:   
AGENCY's Attorney

(corp. seal)

PSAP: Boynton Beach Police Department

**Back Room**

HP Proliant G8 DL160 SE SERVER	4
Cisco 48-port Switch	2
Analog Interface Module - AIMs card	3
4 ft IT Cabinet	1
Color Laser Printer	1

**Workstations**

Intrado A9C Call Handling Appliance	10
22" Touchscreen Monitor	10
22" Monitor	10
Genovation Keypad	10
Keyboard	10
Mouse	10

**AGREEMENT FOR THE  
INSTALLATION, OPERATION AND MAINTENANCE OF  
THE 9-1-1 EMERGENCY CALL HANDLING SYSTEM**

**THIS AGREEMENT** ("the Agreement") is made as of the <sup>7<sup>th</sup></sup> day of February, 2024, by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as "COUNTY"), and the ~~City of Delray Beach, FL~~, a municipal corporation or agency of the State of Florida (herein referred to as "AGENCY").

**WITNESSETH**

**WHEREAS**, the Florida Legislature enacted the Emergency Communications Number E911 Act, Section 365.172, Florida Statutes, for the purpose of establishing and implementing a comprehensive statewide emergency telecommunications number system that will provide users of voice communications services with rapid direct access to public safety agencies via a 911 system and to provide funds to counties for certain costs associated with their 911 or E911 system; and

**WHEREAS**, Section 365.172, Florida Statutes, provides for the levy of a reasonable fee on users of voice communications services to establish and implement a comprehensive statewide emergency telecommunications number system to allow direct access to public safety agencies by accessing the telephone number "9-1-1;" and

**WHEREAS**, Section 365.172(2)(e), Florida Statutes, acknowledges the legislative intent that the E911 fee authorized and imposed does not necessarily provide the total funding required to accomplish these purposes; and

**WHEREAS**, Sections 365.172 and 365.173, Florida Statutes, establishes how E911 fees are collected in the State of Florida and redistributed to the appropriate counties to be used as specified; and

**WHEREAS**, Section 365.173(2)(d), Florida Statutes, establishes the COUNTY as the body charged with the appropriation of these funds; and

**WHEREAS**, the COUNTY and the AGENCY recognize the need and benefits to having and maintaining a single functional 9-1-1 network in several locations for emergency call handling and transfer as designated in the Florida Emergency Communications Number E911 State Plan, as may be amended from time to time (hereafter referred to as the "State E911 Plan"); and

**WHEREAS**, to accomplish this, the COUNTY desires to implement a 9-1-1 system in the AGENCY's Public Safety Answering Point (PSAP), also known as an Emergency Communications Center (ECC), which implementation includes the COUNTY's acquisition, installation and maintenance of select COUNTY systems and equipment, and which also may include an annual disbursement of funds to the AGENCY to offset permissible expenditures, and reimbursement of capital expenses for certain 9-1-1 related equipment purchased by the AGENCY, all to the extent permitted under Sections 365.171 and 365.172, Florida Statutes and the County budget adopted, or to be adopted, for the 9-1-1 system; and

**WHEREAS**, the COUNTY and AGENCY consider entering into and performing this Agreement to be in the best interest of their respective citizens and the health, safety, and welfare of such citizens;

Now, therefore, in consideration of the mutual promises contained herein, the COUNTY and AGENCY agree as follows:

**ARTICLE 1 - PURPOSE.**

The purpose of this Agreement is set forth in the above recitals, and same are hereby incorporated herein by reference. This Agreement provides for the installation and maintenance of a 9-1-1 system as described in the Palm Beach County E911 Plan on file with the Florida Department of Management Services; establishes minimum performance standards and other related procedures; establishes a disbursement/reimbursement procedure; and defines responsibilities pertaining to the 9-1-1 Call Handling System as they relate to the parties hereto. The subjects addressed herein, and the responsibilities assigned are not all inclusive and it is anticipated that the Palm Beach County 9-1-1 system will require future revisions and modifications. As a result, this Agreement does not represent a limitation of 9-1-1 issues and may be amended by mutual written agreement of the parties.

**ARTICLE 2 -BAILMENT.**

- a. The COUNTY hereby provides to the AGENCY, and the AGENCY hereby accepts possession of, the COUNTY 9-1-1 systems and equipment, including 9-1-1 Call Handling Equipment ("CHE"), identified on **Exhibit A** attached hereto and incorporated herein (hereinafter referred to as "COUNTY 9-1-1 Systems and Equipment"). Exhibit A may be updated and modified from time to time as agreed to in writing by the parties' Contract Monitors; and each party hereby authorizes its respective Contract Monitor to execute such modified Exhibit A on behalf of said party.
- b. This provision of the COUNTY 9-1-1 Systems and Equipment shall be considered a bailment for the mutual benefit of the COUNTY (bailor) and the AGENCY (bailee).



All COUNTY 9-1-1 Systems and Equipment provided by the COUNTY hereunder shall remain the property of the COUNTY, and the AGENCY shall use such COUNTY 9-1-1 Systems and Equipment only for the purposes contemplated by this Agreement.

### **ARTICLE 3 - OBLIGATIONS OF THE COUNTY**

- a. The COUNTY, through the Department of Public Safety, Division of 9-1-1 Program Services, shall provide the COUNTY 9-1-1 Systems and Equipment to the AGENCY, which the AGENCY shall use for routing, delivery, and handling of 9-1-1 emergency calls.
- b. The COUNTY 9-1-1 system shall be a Next Generation 9-1-1 Emergency Services IP Network (ESINet) and Call Handling System (CHS), and is compliant with all standards required by the State E911 Plan.
- c. The COUNTY will provide on-demand language translation services; monitoring of the COUNTY 9-1-1 Systems and Equipment; PSAP data analytics; and call taker training to the AGENCY's 9-1-1 Public Safety Telecommunicators.
- d. The COUNTY shall provide for the installation of, as well as preventive monthly inspection (PMI), maintenance, upgrades, and emergency service for, the COUNTY 9-1-1 Systems and Equipment.
- e. The COUNTY will ensure all service technicians are fingerprint background checked and Criminal Justice Information Services (CJIS) certified, as required by the Florida Department of Law Enforcement (FDLE) for unescorted entry into secure/restricted areas within PSAPs.
- f. The COUNTY shall be responsible for maintaining a current Master Street Address Guide (MSAG).
- g. The COUNTY shall give priority, in the allocation of E911 fee revenue, to recurring operational expenses of the network and systems; updating and refreshing 9-1-1 equipment and technologies; and any other mandatory expenses.
- h. The COUNTY may provide for an equitable annual disbursement of any remaining E911 fee revenues, not previously encumbered, or of monies specifically designated by the COUNTY, to offset the AGENCY's cost of appropriate statutorily permissible expenditures under Section 365.172, Florida Statutes. Such disbursement, if any, will be calculated by the COUNTY pursuant to an equitable formula. The COUNTY will notify the AGENCY of the amount of any such disbursement on an annual basis.

#### ARTICLE 4 - OBLIGATIONS OF THE AGENCY

- a. The AGENCY shall provide security and back-up power, to include a UPS (uninterrupted power source) to the COUNTY 9-1-1 Systems and Equipment in accordance with the State E911 Plan.
- b. The AGENCY shall comply with appropriate cybersecurity protocols as stipulated by the COUNTY, specifically the Department of Public Safety, Division of 9-1-1 Program Services.
- c. The AGENCY shall provide a number of call takers sufficient to meet the requirements of section 5.3.1 of the State E911 Plan. Call takers must maintain current Florida Department of Health Public Safety Telecommunicators certification.
- d. The AGENCY shall promptly notify the COUNTY of any issue that impacts the delivery and answering of 9-1-1 calls. This may include equipment failures or damage and database failures or errors. The AGENCY shall be responsible for lost equipment or equipment damaged due to the AGENCY's negligence based on the value of such equipment at the time of loss or damage.
- e. The AGENCY shall notify the COUNTY of any service boundary, street name, building or unit number, or other addressing that has been changed within three (3) business days of the approval setting forth such changes.
- f. The AGENCY shall operate its PSAP in compliance, at minimum, with all standards established for PSAPs by the State E911 Plan.
- g. The parties acknowledge that the AGENCY's operation of its PSAP may require the AGENCY to procure capital equipment in addition to the COUNTY 9-1-1 Systems and Equipment provided by the COUNTY hereunder. The AGENCY may request from the COUNTY reimbursement of capital expenses relating to such purchase(s) of 9-1-1 related equipment authorized under Section 365.172(10), Florida Statutes; provided that the COUNTY's approval, in its sole discretion, has been obtained prior to the AGENCY's procurement of such equipment. The AGENCY shall be responsible for purchasing and acquiring the equipment, and then submitting for reimbursement to the COUNTY all documentation required by the Palm Beach County Clerk and Comptroller's Office. All requests for reimbursement will be made as soon as practical, but no later than August 31<sup>st</sup> of each fiscal year this Agreement is in effect.
- h. The AGENCY shall provide access to their COUNTY 9-1-1 Systems and Equipment to COUNTY designated service technicians for installation, preventive monthly inspection (PMI), maintenance, upgrades, and emergency service.
- i. The AGENCY will perform no self-service maintenance on COUNTY 9-1-1 Systems and Equipment. The AGENCY shall contact the COUNTY for all maintenance and repairs of the COUNTY 9-1-1 Systems and Equipment.

- j. The AGENCY shall return to the COUNTY all COUNTY 9-1-1 Systems and Equipment when in disrepair or no longer in use, and at the termination of this Agreement, for tracking and proper disposal.

**ARTICLE 5 - TERM AND TERMINATION**

The term of this Agreement, unless terminated as provided in this Article 5, is for a period of five (5) years commencing January 1, 2024, with three (3) one-year renewal options, under the same terms and conditions stated herein, upon written agreement of the parties.

The COUNTY reserves the right to terminate this Agreement for cause upon ninety (90) days' written notice to the AGENCY. The AGENCY may terminate this Agreement upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the AGENCY.

**ARTICLE 6 - CONTRACT MONITORS AND NOTICES**

The COUNTY's Contract Monitor shall be the Public Safety Department Director, whose telephone number is (561)712-6400. The AGENCY's Contract Monitor shall be the AGENCY's Manager, whose telephone number is (561) 243-7015.

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand with a receipt obtained, or by certified mail return receipt requested, or by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Public Safety Department Director  
20 South Military Trail  
West Palm Beach, FL 33415

With a copy to:

Dan Koenig, Senior Manager, PBC 9-1-1 Program Services  
20 South Military Trail  
West Palm Beach, FL 33415

and

Palm Beach County Attorney's Office  
301 North Olive Ave. - 6<sup>th</sup> Floor  
West Palm Beach, FL 33401

If sent to the AGENCY, notices shall be addressed to:

Terrence Moore, City Manager

100 NW. First Avenue

Delray Beach, FL 33444

With a copy to:

Russ Mager, Chief of Police

300 W. Atlantic Avenue

Delray Beach, FL 33444

**ARTICLE 7 - LIABILITY**

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, the COUNTY shall indemnify, defend and hold harmless the AGENCY against any actions, claims or damages arising out of the COUNTY's negligence in connection with this Agreement, and the AGENCY shall indemnify, defend and hold harmless the COUNTY against any actions, claims or damages arising out of the AGENCY's negligence in connection with this Agreement, including its negligent use, care and/or possession of the COUNTY 9-1-1 Systems and Equipment provided hereunder. This provision does not constitute consent of either party to be sued by third parties and shall not be construed as a waiver of either party's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. Nor shall this provision be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

**ARTICLE 8 - WAIVER**

If either party shall waive any provisions of the Agreement or fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed a continuing waiver and shall never be construed as such; and such party shall thereafter have the right to insist upon the enforcement of such conditions or provisions.

**ARTICLE 9 - SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held by a court of competent jurisdiction to be

invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 10 - ENTIRETY OF AGREEMENT**

The COUNTY and the AGENCY agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto or as specifically provided for herein.

#### **ARTICLE 11 - AUDITS and PUBLIC RECORDS**

The AGENCY and the COUNTY shall maintain records relating to this Agreement and performance hereunder in accordance with Florida's public records laws and any other applicable laws, including any applicable confidentiality laws. At a minimum, the AGENCY and the COUNTY shall maintain such records for at least five (5) years after the termination of this Agreement. If any inquiry, investigation, audit or litigation is underway at any time during the five (5) year period, the AGENCY and the COUNTY shall continue to maintain and preserve the records until the resolution of the inquiry, investigation, audit or litigation. The COUNTY and the AGENCY shall have the right, upon reasonable request and during normal business hours, to inspect, examine or copy the other's records, and each party shall make such records available to the other party in Palm Beach County.

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's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in 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.

**ARTICLE 12 - NO AGENCY**

Nothing contained herein is intended to, nor shall create an agency relationship between the COUNTY and the AGENCY.

**ARTICLE 13 - EMPLOYEE FUNCTIONS**

No employee of the COUNTY or the AGENCY shall perform any function or service which is not within the employee's scope of duties as defined or determined by the employee's employer.

**ARTICLE 14 - RELATIONSHIP OF EMPLOYEES**

No employee, officer, or agent of either party shall, in connection with this Agreement or the performance of services and functions hereunder, have a right to or claim any pension, workers' compensation, unemployment compensation, civil service, or other employee rights, privileges, or benefits granted by operation of law or otherwise except through and against the entity by whom they are employed. No employee of either party shall be deemed the employee of the other, for any purpose, whatsoever. Neither party is authorized to make or enter into any contract, agreement, or warranty for or on behalf of the other, unless the parties to this Agreement have entered into a written agreement expressly authorizing such.

**ARTICLE 15 - ASSIGNMENT OF RIGHTS**

Neither party shall assign, transfer or convey, in whole or in part, its rights, duties, or obligations without the prior written consent of the other; however nothing contained herein shall be construed to prevent COUNTY, in its sole discretion, from using subcontractors to perform its obligations under this Agreement without obtaining consent.

**ARTICLE 16 - NONDISCRIMINATION**

In Resolution 2017-1770, the COUNTY expressed its commitment to assuring equal opportunity by not conducting business with nor appropriating funds to entities that discriminate as set forth therein. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AGENCY 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.

**ARTICLE 17 - ANNUAL APPROPRIATIONS**

Each party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder.

**ARTICLE 18 - REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**ARTICLE 19 - JOINT PREPARATION**

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely or as a matter of judicial constraint, be construed more severely against one of the parties than the other.

**ARTICLE 20 - CAPTIONS**

The captions and section headings appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

**ARTICLE 21 - DELEGATION OF DUTY**

This Agreement shall not in any way or manner whatsoever be deemed to constitute a transfer of powers or functions. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or municipal officers.

**ARTICLE 22 - SURVIVABILITY**

Any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

**ARTICLE 23 - 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 AGENCY.

**ARTICLE 24 - E-VERIFY - EMPLOYMENT ELIGIBILITY**

Each party warrants and represents that it is in compliance with Section 448.095, Florida Statutes, as may be amended. Each party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired employees. If either party has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, said party shall terminate this Agreement with the violating party.

**ARTICLE 25 - FORCE MAJEURE**

The COUNTY and/or the AGENCY shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any strike, lockout, civil commotion, war-like operation, natural disaster, invasion, rebellion, pandemic, military power, sabotage, government regulations or controls over which COUNTY or AGENCY, as applicable, has no amendatory powers, inability to obtain any material, utilities, service or financing, through Acts of God or other cause beyond the reasonable control of the COUNTY or AGENCY, as applicable. Furthermore, the COUNTY and the AGENCY specifically acknowledge that neither shall have any liability whatsoever for any damages or injuries due to a Force Majeure.

**ARTICLE 26 - TERMINATION OF PRIOR AGREEMENT**

The prior Agreement for the Enhancement and Maintenance of the E9-1-1 Emergency Telephone Number System, entered into between the parties in 1992, shall be automatically terminated upon the commencement of this Agreement.

-----Balance of page left intentionally blank-----



IN WITNESS WHEREOF, the COUNTY and the AGENCY have each caused this Agreement to be executed by its duly authorized official as of the date first set forth above.

**PALM BEACH COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS**

By: *V. Baker*  
County Administrator or Designee

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: *[Signature]*  
Assistant County Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

By: *[Signature]*  
Department Director

**AGENCY:**

Shelly Petrolia  
AGENCY Name

By: *[Signature]*  
AGENCY Signature

Shelly Petrolia, Mayor  
Typed Name & Title

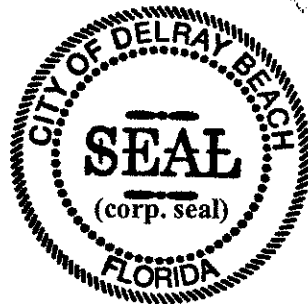
**ATTEST:**

By: *Katerini Johnson*  
AGENCY CLERK Signature

Katerini Johnson City Clerk  
AGENCY CLERK Name & Title

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: *[Signature]*  
AGENCY's Attorney, Lynn Gelin



PSAP: Delray Beach Police Department

**Back Room**

HP Proliant G8 DL160 SE SERVER	4
Cisco 48-port Switch	2
4 ft IT Cabinet	1
Color Laser Printer	1

**Workstations**

Intrado A9C Call Handling Appliance	6
22" Touchscreen Monitor	6
22" Monitor	6
Genovation Keypad	6
Keyboard	6
Mouse	6

**AGREEMENT FOR THE  
INSTALLATION, OPERATION AND MAINTENANCE OF  
THE 9-1-1 EMERGENCY CALL HANDLING SYSTEM**

THIS AGREEMENT ("the Agreement") is made as of the <sup>7<sup>th</sup></sup>~~4<sup>th</sup>~~ day of <sup>February, 2024</sup>~~January 2024~~, by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as "COUNTY"), and the City of Delray Beach, a municipal corporation or agency of the State of Florida (herein referred to as "AGENCY").

**WITNESSETH**

WHEREAS, the Florida Legislature enacted the Emergency Communications Number E911 Act, Section 365.172, Florida Statutes, for the purpose of establishing and implementing a comprehensive statewide emergency telecommunications number system that will provide users of voice communications services with rapid direct access to public safety agencies via a 911 system and to provide funds to counties for certain costs associated with their 911 or E911 system; and

WHEREAS, Section 365.172, Florida Statutes, provides for the levy of a reasonable fee on users of voice communications services to establish and implement a comprehensive statewide emergency telecommunications number system to allow direct access to public safety agencies by accessing the telephone number "9-1-1;" and

WHEREAS, Section 365.172(2)(e), Florida Statutes, acknowledges the legislative intent that the E911 fee authorized and imposed does not necessarily provide the total funding required to accomplish these purposes; and

WHEREAS, Sections 365.172 and 365.173, Florida Statutes, establishes how E911 fees are collected in the State of Florida and redistributed to the appropriate counties to be used as specified; and

WHEREAS, Section 365.173(2)(d), Florida Statutes, establishes the COUNTY as the body charged with the appropriation of these funds; and

WHEREAS, the COUNTY and the AGENCY recognize the need and benefits to having and maintaining a single functional 9-1-1 network in several locations for emergency call handling and transfer as designated in the Florida Emergency Communications Number E911 State Plan, as may be amended from time to time (hereafter referred to as the "State E911 Plan"); and

**WHEREAS**, to accomplish this, the COUNTY desires to implement a 9-1-1 system in the AGENCY's Public Safety Answering Point (PSAP), also known as an Emergency Communications Center (ECC), which implementation includes the COUNTY's acquisition, installation and maintenance of select COUNTY systems and equipment, and which also may include an annual disbursement of funds to the AGENCY to offset permissible expenditures, and reimbursement of capital expenses for certain 9-1-1 related equipment purchased by the AGENCY, all to the extent permitted under Sections 365.171 and 365.172, Florida Statutes and the County budget adopted, or to be adopted, for the 9-1-1 system; and

**WHEREAS**, the COUNTY and AGENCY consider entering into and performing this Agreement to be in the best interest of their respective citizens and the health, safety, and welfare of such citizens;

Now, therefore, in consideration of the mutual promises contained herein, the COUNTY and AGENCY agree as follows:

**ARTICLE 1 - PURPOSE**

The purpose of this Agreement is set forth in the above recitals, and same are hereby incorporated herein by reference. This Agreement provides for the installation and maintenance of a 9-1-1 system as described in the Palm Beach County E911 Plan on file with the Florida Department of Management Services; establishes minimum performance standards and other related procedures; establishes a disbursement/reimbursement procedure; and defines responsibilities pertaining to the 9-1-1 Call Handling System as they relate to the parties hereto. The subjects addressed herein, and the responsibilities assigned are not all inclusive and it is anticipated that the Palm Beach County 9-1-1 system will require future revisions and modifications. As a result, this Agreement does not represent a limitation of 9-1-1 issues and may be amended by mutual written agreement of the parties.

**ARTICLE 2 -BAILMENT**

- a. The COUNTY hereby provides to the AGENCY, and the AGENCY hereby accepts possession of, the COUNTY 9-1-1 systems and equipment, including 9-1-1 Call Handling Equipment ("CHE"), identified on **Exhibit A** attached hereto and incorporated herein (hereinafter referred to as "COUNTY 9-1-1 Systems and Equipment"). Exhibit A may be updated and modified from time to time as agreed to in writing by the parties' Contract Monitors; and each party hereby authorizes its respective Contract Monitor to execute such modified Exhibit A on behalf of said party.
- b. This provision of the COUNTY 9-1-1 Systems and Equipment shall be considered a bailment for the mutual benefit of the COUNTY (bailor) and the AGENCY (bailee).

All COUNTY 9-1-1 Systems and Equipment provided by the COUNTY hereunder shall remain the property of the COUNTY, and the AGENCY shall use such COUNTY 9-1-1 Systems and Equipment only for the purposes contemplated by this Agreement.

### **ARTICLE 3 - OBLIGATIONS OF THE COUNTY**

- a. The COUNTY, through the Department of Public Safety, Division of 9-1-1 Program Services, shall provide the COUNTY 9-1-1 Systems and Equipment to the AGENCY, which the AGENCY shall use for routing, delivery, and handling of 9-1-1 emergency calls.
- b. The COUNTY 9-1-1 system shall be a Next Generation 9-1-1 Emergency Services IP Network (ESINet) and Call Handling System (CHS), and is compliant with all standards required by the State E911 Plan.
- c. The COUNTY will provide on-demand language translation services; monitoring of the COUNTY 9-1-1 Systems and Equipment; PSAP data analytics; and call taker training to the AGENCY's 9-1-1 Public Safety Telecommunicators.
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- h. The COUNTY may provide for an equitable annual disbursement of any remaining E911 fee revenues, not previously encumbered, or of monies specifically designated by the COUNTY, to offset the AGENCY's cost of appropriate statutorily permissible expenditures under Section 365.172, Florida Statutes. Such disbursement, if any, will be calculated by the COUNTY pursuant to an equitable formula. The COUNTY will notify the AGENCY of the amount of any such disbursement on an annual basis.

#### **ARTICLE 4 - OBLIGATIONS OF THE AGENCY**

- a. The AGENCY shall provide security and back-up power, to include a UPS (uninterrupted power source) to the COUNTY 9-1-1 Systems and Equipment in accordance with the State E911 Plan.
- b. The AGENCY shall comply with appropriate cybersecurity protocols as stipulated by the COUNTY, specifically the Department of Public Safety, Division of 9-1-1 Program Services.
- c. The AGENCY shall provide a number of call takers sufficient to meet the requirements of section 5.3.1 of the State E911 Plan. Call takers must maintain current Florida Department of Health Public Safety Telecommunicators certification.
- d. The AGENCY shall promptly notify the COUNTY of any issue that impacts the delivery and answering of 9-1-1 calls. This may include equipment failures or damage and database failures or errors. The AGENCY shall be responsible for lost equipment or equipment damaged due to the AGENCY's negligence based on the value of such equipment at the time of loss or damage.
- e. The AGENCY shall notify the COUNTY of any service boundary, street name, building or unit number, or other addressing that has been changed within three (3) business days of the approval setting forth such changes.
- f. The AGENCY shall operate its PSAP in compliance, at minimum, with all standards established for PSAPs by the State E911 Plan.
- g. The parties acknowledge that the AGENCY's operation of its PSAP may require the AGENCY to procure capital equipment in addition to the COUNTY 9-1-1 Systems and Equipment provided by the COUNTY hereunder. The AGENCY may request from the COUNTY reimbursement of capital expenses relating to such purchase(s) of 9-1-1 related equipment authorized under Section 365.172(10), Florida Statutes; provided that the COUNTY's approval, in its sole discretion, has been obtained prior to the AGENCY's procurement of such equipment. The AGENCY shall be responsible for purchasing and acquiring the equipment, and then submitting for reimbursement to the COUNTY all documentation required by the Palm Beach County Clerk and Comptroller's Office. All requests for reimbursement will be made as soon as practical, but no later than August 31<sup>st</sup> of each fiscal year this Agreement is in effect.
- h. The AGENCY shall provide access to their COUNTY 9-1-1 Systems and Equipment to COUNTY designated service technicians for installation, preventive monthly inspection (PMI), maintenance, upgrades, and emergency service.
- i. The AGENCY will perform no self-service maintenance on COUNTY 9-1-1 Systems and Equipment. The AGENCY shall contact the COUNTY for all maintenance and repairs of the COUNTY 9-1-1 Systems and Equipment.

- j. The AGENCY shall return to the COUNTY all COUNTY 9-1-1 Systems and Equipment when in disrepair or no longer in use, and at the termination of this Agreement, for tracking and proper disposal.

#### **ARTICLE 5 - TERM AND TERMINATION**

The term of this Agreement, unless terminated as provided in this Article 5, is for a period of five (5) years commencing January 1, 2024, with three (3) one-year renewal options, under the same terms and conditions stated herein, upon written agreement of the parties.

The COUNTY reserves the right to terminate this Agreement for cause upon ninety (90) days' written notice to the AGENCY. The AGENCY may terminate this Agreement upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the AGENCY.

#### **ARTICLE 6 - CONTRACT MONITORS AND NOTICES**

The COUNTY's Contract Monitor shall be the Public Safety Department Director, whose telephone number is (561)712-6400. The AGENCY's Contract Monitor shall be the AGENCY's Manager, whose telephone number is (561) 243-7015.

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand with a receipt obtained, or by certified mail return receipt requested, or by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Public Safety Department Director  
20 South Military Trail  
West Palm Beach, FL 33415

With a copy to:

Dan Koenig, Senior Manager, PBC 9-1-1 Program Services  
20 South Military Trail  
West Palm Beach, FL 33415

and

Palm Beach County Attorney's Office  
301 North Olive Ave. - 6<sup>th</sup> Floor  
West Palm Beach, FL 33401

If sent to the AGENCY, notices shall be addressed to:

Terrence Moore, City Manager

-----  
100 NW. First Avenue

-----  
Delray Beach, FL 33444

With a copy to:

Russ Mager, Chief of Police

-----  
300 W. Atlantic Avenue

-----  
Delray Beach, FL 33444

**ARTICLE 7 - LIABILITY**

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, the COUNTY shall indemnify, defend and hold harmless the AGENCY against any actions, claims or damages arising out of the COUNTY's negligence in connection with this Agreement, and the AGENCY shall indemnify, defend and hold harmless the COUNTY against any actions, claims or damages arising out of the AGENCY's negligence in connection with this Agreement, including its negligent use, care and/or possession of the COUNTY 9-1-1 Systems and Equipment provided hereunder. This provision does not constitute consent of either party to be sued by third parties and shall not be construed as a waiver of either party's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. Nor shall this provision be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

**ARTICLE 8 - WAIVER**

If either party shall waive any provisions of the Agreement or fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed a continuing waiver and shall never be construed as such; and such party shall thereafter have the right to insist upon the enforcement of such conditions or provisions.

**ARTICLE 9 - SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held by a court of competent jurisdiction to be



invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 10 - ENTIRETY OF AGREEMENT**

The COUNTY and the AGENCY agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto or as specifically provided for herein.

#### **ARTICLE 11 - AUDITS and PUBLIC RECORDS**

The AGENCY and the COUNTY shall maintain records relating to this Agreement and performance hereunder in accordance with Florida's public records laws and any other applicable laws, including any applicable confidentiality laws. At a minimum, the AGENCY and the COUNTY shall maintain such records for at least five (5) years after the termination of this Agreement. If any inquiry, investigation, audit or litigation is underway at any time during the five (5) year period, the AGENCY and the COUNTY shall continue to maintain and preserve the records until the resolution of the inquiry, investigation, audit or litigation. The COUNTY and the AGENCY shall have the right, upon reasonable request and during normal business hours, to inspect, examine or copy the other's records, and each party shall make such records available to the other party in Palm Beach County.

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's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in 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.

**ARTICLE 12 - NO AGENCY**

Nothing contained herein is intended to, nor shall create an agency relationship between the COUNTY and the AGENCY.

**ARTICLE 13 - EMPLOYEE FUNCTIONS**

No employee of the COUNTY or the AGENCY shall perform any function or service which is not within the employee's scope of duties as defined or determined by the employee's employer.

**ARTICLE 14 - RELATIONSHIP OF EMPLOYEES**

No employee, officer, or agent of either party shall, in connection with this Agreement or the performance of services and functions hereunder, have a right to or claim any pension, workers' compensation, unemployment compensation, civil service, or other employee rights, privileges, or benefits granted by operation of law or otherwise except through and against the entity by whom they are employed. No employee of either party shall be deemed the employee of the other, for any purpose, whatsoever. Neither party is authorized to make or enter into any contract, agreement, or warranty for or on behalf of the other, unless the parties to this Agreement have entered into a written agreement expressly authorizing such.

**ARTICLE 15 - ASSIGNMENT OF RIGHTS**

Neither party shall assign, transfer or convey, in whole or in part, its rights, duties, or obligations without the prior written consent of the other; however nothing contained herein shall be construed to prevent COUNTY, in its sole discretion, from using subcontractors to perform its obligations under this Agreement without obtaining consent.

**ARTICLE 16 - NONDISCRIMINATION**

In Resolution 2017-1770, the COUNTY expressed its commitment to assuring equal opportunity by not conducting business with nor appropriating funds to entities that discriminate as set forth therein. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AGENCY 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.

**ARTICLE 17 - ANNUAL APPROPRIATIONS**

Each party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder.

**ARTICLE 18 - REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**ARTICLE 19 - JOINT PREPARATION**

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely or as a matter of judicial constraint, be construed more severely against one of the parties than the other.

**ARTICLE 20 - CAPTIONS**

The captions and section headings appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

**ARTICLE 21 - DELEGATION OF DUTY**

This Agreement shall not in any way or manner whatsoever be deemed to constitute a transfer of powers or functions. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or municipal officers.

**ARTICLE 22 - SURVIVABILITY**

Any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

**ARTICLE 23 - 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 AGENCY.

**ARTICLE 24 - E-VERIFY - EMPLOYMENT ELIGIBILITY**

Each party warrants and represents that it is in compliance with Section 448.095, Florida Statutes, as may be amended. Each party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired employees. If either party has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, said party shall terminate this Agreement with the violating party.

**ARTICLE 25 - FORCE MAJEURE**

The COUNTY and/or the AGENCY shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any strike, lockout, civil commotion, war-like operation, natural disaster, invasion, rebellion, pandemic, military power, sabotage, government regulations or controls over which COUNTY or AGENCY, as applicable, has no amendatory powers, inability to obtain any material, utilities, service or financing, through Acts of God or other cause beyond the reasonable control of the COUNTY or AGENCY, as applicable. Furthermore, the COUNTY and the AGENCY specifically acknowledge that neither shall have any liability whatsoever for any damages or injuries due to a Force Majeure.

**ARTICLE 26 - TERMINATION OF PRIOR AGREEMENT**

The prior Agreement for the Enhancement and Maintenance of the E9-1-1 Emergency Telephone Number System, entered into between the parties in 1992, shall be automatically terminated upon the commencement of this Agreement.

-----Balance of page left intentionally blank-----

IN WITNESS WHEREOF, the COUNTY and the AGENCY have each caused this Agreement to be executed by its duly authorized official as of the date first set forth above.

**PALM BEACH COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS**

By: *W. Baker*  
County Administrator or Designee

**AGENCY:**

*Shelly Petrolia*  
AGENCY Name

By: *[Signature]*  
AGENCY Signature

*Shelly Petrolia, Mayor*  
Typed Name & Title

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: *[Signature]*  
Assistant County Attorney

**ATTEST:**

By: *[Signature]*  
AGENCY CLERK Signature

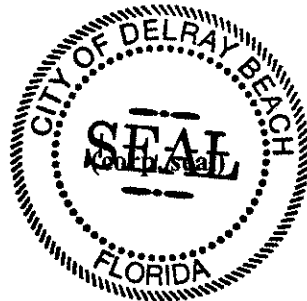
*Kate Johnson City Clerk*  
AGENCY CLERK Name & Title

**APPROVED AS TO TERMS  
AND CONDITIONS**

By: *[Signature]*  
Department Director

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: *[Signature]*  
AGENCY's Attorney, Lynn Gelin



PSAP: Delray Beach Police Department

**Back Room**

HP Proliant G8 DL160 SE SERVER	4
Cisco 48-port Switch	2
4 ft IT Cabinet	1
Color Laser Printer	1

**Workstations**

Intrado A9C Call Handling Appliance	6
22" Touchscreen Monitor	6
22" Monitor	6
Genovation Keypad	6
Keyboard	6
Mouse	6

**AGREEMENT FOR THE  
INSTALLATION, OPERATION AND MAINTENANCE OF  
THE 9-1-1 EMERGENCY CALL HANDLING SYSTEM**

**THIS AGREEMENT** (“the Agreement”) is made as of the 7<sup>th</sup> day of February, 2024, by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as “COUNTY”), and the Town of Lantana, a municipal corporation or agency of the State of Florida (herein referred to as “AGENCY”).

**WITNESSETH**

**WHEREAS**, the Florida Legislature enacted the Emergency Communications Number E911 Act, Section 365.172, Florida Statutes, for the purpose of establishing and implementing a comprehensive statewide emergency telecommunications number system that will provide users of voice communications services with rapid direct access to public safety agencies via a 911 system and to provide funds to counties for certain costs associated with their 911 or E911 system; and

**WHEREAS**, Section 365.172, Florida Statutes, provides for the levy of a reasonable fee on users of voice communications services to establish and implement a comprehensive statewide emergency telecommunications number system to allow direct access to public safety agencies by accessing the telephone number “9-1-1;” and

**WHEREAS**, Section 365.172(2)(e), Florida Statutes, acknowledges the legislative intent that the E911 fee authorized and imposed does not necessarily provide the total funding required to accomplish these purposes; and

**WHEREAS**, Sections 365.172 and 365.173, Florida Statutes, establishes how E911 fees are collected in the State of Florida and redistributed to the appropriate counties to be used as specified; and

**WHEREAS**, Section 365.173(2)(d), Florida Statutes, establishes the COUNTY as the body charged with the appropriation of these funds; and

**WHEREAS**, the COUNTY and the AGENCY recognize the need and benefits to having and maintaining a single functional 9-1-1 network in several locations for emergency call handling and transfer as designated in the Florida Emergency Communications Number E911 State Plan, as may be amended from time to time (hereafter referred to as the “State E911 Plan”); and

**WHEREAS**, to accomplish this, the COUNTY desires to implement a 9-1-1 system in the AGENCY's Public Safety Answering Point (PSAP), also known as an Emergency Communications Center (ECC), which implementation includes the COUNTY's acquisition, installation and maintenance of select COUNTY systems and equipment, and which also may include an annual disbursement of funds to the AGENCY to offset permissible expenditures, and reimbursement of capital expenses for certain 9-1-1 related equipment purchased by the AGENCY, all to the extent permitted under Sections 365.171 and 365.172, Florida Statutes and the County budget adopted, or to be adopted, for the 9-1-1 system; and

**WHEREAS**, the COUNTY and AGENCY consider entering into and performing this Agreement to be in the best interest of their respective citizens and the health, safety, and welfare of such citizens;

Now, therefore, in consideration of the mutual promises contained herein, the COUNTY and AGENCY agree as follows:

**ARTICLE 1 - PURPOSE.**

The purpose of this Agreement is set forth in the above recitals, and same are hereby incorporated herein by reference. This Agreement provides for the installation and maintenance of a 9-1-1 system as described in the Palm Beach County E911 Plan on file with the Florida Department of Management Services; establishes minimum performance standards and other related procedures; establishes a disbursement/reimbursement procedure; and defines responsibilities pertaining to the 9-1-1 Call Handling System as they relate to the parties hereto. The subjects addressed herein, and the responsibilities assigned are not all inclusive and it is anticipated that the Palm Beach County 9-1-1 system will require future revisions and modifications. As a result, this Agreement does not represent a limitation of 9-1-1 issues and may be amended by mutual written agreement of the parties.

**ARTICLE 2 -BAILMENT.**

- a. The COUNTY hereby provides to the AGENCY, and the AGENCY hereby accepts possession of, the COUNTY 9-1-1 systems and equipment, including 9-1-1 Call Handling Equipment ("CHE"), identified on **Exhibit A** attached hereto and incorporated herein (hereinafter referred to as "COUNTY 9-1-1 Systems and Equipment"). Exhibit A may be updated and modified from time to time as agreed to in writing by the parties' Contract Monitors; and each party hereby authorizes its respective Contract Monitor to execute such modified Exhibit A on behalf of said party.
- b. This provision of the COUNTY 9-1-1 Systems and Equipment shall be considered a bailment for the mutual benefit of the COUNTY (bailor) and the AGENCY (bailee).



All COUNTY 9-1-1 Systems and Equipment provided by the COUNTY hereunder shall remain the property of the COUNTY, and the AGENCY shall use such COUNTY 9-1-1 Systems and Equipment only for the purposes contemplated by this Agreement.

**ARTICLE 3 - OBLIGATIONS OF THE COUNTY**

- a. The COUNTY, through the Department of Public Safety, Division of 9-1-1 Program Services, shall provide the COUNTY 9-1-1 Systems and Equipment to the AGENCY, which the AGENCY shall use for routing, delivery, and handling of 9-1-1 emergency calls.
- b. The COUNTY 9-1-1 system shall be a Next Generation 9-1-1 Emergency Services IP Network (ESINet) and Call Handling System (CHS), and is compliant with all standards required by the State E911 Plan.
- c. The COUNTY will provide on-demand language translation services; monitoring of the COUNTY 9-1-1 Systems and Equipment; PSAP data analytics; and call taker training to the AGENCY's 9-1-1 Public Safety Telecommunicators.
- d. The COUNTY shall provide for the installation of, as well as preventive monthly inspection (PMI), maintenance, upgrades, and emergency service for, the COUNTY 9-1-1 Systems and Equipment.
- e. The COUNTY will ensure all service technicians are fingerprint background checked and Criminal Justice Information Services (CJIS) certified, as required by the Florida Department of Law Enforcement (FDLE) for unescorted entry into secure/restricted areas within PSAPs.
- f. The COUNTY shall be responsible for maintaining a current Master Street Address Guide (MSAG).
- g. The COUNTY shall give priority, in the allocation of E911 fee revenue, to recurring operational expenses of the network and systems; updating and refreshing 9-1-1 equipment and technologies; and any other mandatory expenses.
- h. The COUNTY may provide for an equitable annual disbursement of any remaining E911 fee revenues, not previously encumbered, or of monies specifically designated by the COUNTY, to offset the AGENCY's cost of appropriate statutorily permissible expenditures under Section 365.172, Florida Statutes. Such disbursement, if any, will be calculated by the COUNTY pursuant to an equitable formula. The COUNTY will notify the AGENCY of the amount of any such disbursement on an annual basis.

#### **ARTICLE 4 – OBLIGATIONS OF THE AGENCY**

- a. The AGENCY shall provide security and back-up power, to include a UPS (uninterrupted power source) to the COUNTY 9-1-1 Systems and Equipment in accordance with the State E911 Plan.
- b. The AGENCY shall comply with appropriate cybersecurity protocols as stipulated by the COUNTY, specifically the Department of Public Safety, Division of 9-1-1 Program Services.
- c. The AGENCY shall provide a number of call takers sufficient to meet the requirements of section 5.3.1 of the State E911 Plan. Call takers must maintain current Florida Department of Health Public Safety Telecommunicators certification.
- d. The AGENCY shall promptly notify the COUNTY of any issue that impacts the delivery and answering of 9-1-1 calls. This may include equipment failures or damage and database failures or errors. The AGENCY shall be responsible for lost equipment or equipment damaged due to the AGENCY's negligence based on the value of such equipment at the time of loss or damage.
- e. The AGENCY shall notify the COUNTY of any service boundary, street name, building or unit number, or other addressing that has been changed within three (3) business days of the approval setting forth such changes.
- f. The AGENCY shall operate its PSAP in compliance, at minimum, with all standards established for PSAPs by the State E911 Plan.
- g. The parties acknowledge that the AGENCY's operation of its PSAP may require the AGENCY to procure capital equipment in addition to the COUNTY 9-1-1 Systems and Equipment provided by the COUNTY hereunder. The AGENCY may request from the COUNTY reimbursement of capital expenses relating to such purchase(s) of 9-1-1 related equipment authorized under Section 365.172(10), Florida Statutes; provided that the COUNTY's approval, in its sole discretion, has been obtained prior to the AGENCY's procurement of such equipment. The AGENCY shall be responsible for purchasing and acquiring the equipment, and then submitting for reimbursement to the COUNTY all documentation required by the Palm Beach County Clerk and Comptroller's Office. All requests for reimbursement will be made as soon as practical, but no later than August 31<sup>st</sup> of each fiscal year this Agreement is in effect.
- h. The AGENCY shall provide access to their COUNTY 9-1-1 Systems and Equipment to COUNTY designated service technicians for installation, preventive monthly inspection (PMI), maintenance, upgrades, and emergency service.
- i. The AGENCY will perform no self-service maintenance on COUNTY 9-1-1 Systems and Equipment. The AGENCY shall contact the COUNTY for all maintenance and repairs of the COUNTY 9-1-1 Systems and Equipment.

- j. The AGENCY shall return to the COUNTY all COUNTY 9-1-1 Systems and Equipment when in disrepair or no longer in use, and at the termination of this Agreement, for tracking and proper disposal.

**ARTICLE 5 - TERM AND TERMINATION**

The term of this Agreement, unless terminated as provided in this Article 5, is for a period of five (5) years commencing January 1, 2024, with three (3) one-year renewal options, under the same terms and conditions stated herein, upon written agreement of the parties.

The COUNTY reserves the right to terminate this Agreement for cause upon ninety (90) days' written notice to the AGENCY. The AGENCY may terminate this Agreement upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the AGENCY.

**ARTICLE 6 - CONTRACT MONITORS AND NOTICES**

The COUNTY's Contract Monitor shall be the Public Safety Department Director, whose telephone number is (561)712-6400. The AGENCY's Contract Monitor shall be the AGENCY's Manager, whose telephone number is (561) 540-5004.

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Public Safety Department Director  
20 South Military Trail  
West Palm Beach, FL 33415

With a copy to:

Dan Koenig, Senior Manager, PBC 9-1-1 Program Services  
20 South Military Trail  
West Palm Beach, FL 33415

and

Palm Beach County Attorney's Office  
301 North Olive Ave. - 6<sup>th</sup> Floor  
West Palm Beach, FL 33401

If sent to the AGENCY, notices shall be addressed to:

Town of Lantana - Attn: Police Chief  
-----

500 Greynolds Circle

Lantana, FL 33462

With a copy to:

Lohman Law Group, PA Attn: Max Lohman  
-----

601 Heritage Drive , Suites 232-232A

Palm Beach Gardens, FL 33458

**ARTICLE 7 - LIABILITY**

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, the COUNTY shall indemnify, defend and hold harmless the AGENCY against any actions, claims or damages arising out of the COUNTY's negligence in connection with this Agreement, and the AGENCY shall indemnify, defend and hold harmless the COUNTY against any actions, claims or damages arising out of the AGENCY's negligence in connection with this Agreement, including its negligent use, care and/or possession of the COUNTY 9-1-1 Systems and Equipment provided hereunder. This provision does not constitute consent of either party to be sued by third parties and shall not be construed as a waiver of either party's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. Nor shall this provision be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

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If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held by a court of competent jurisdiction to be

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Each party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder.

**ARTICLE 18 - REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**ARTICLE 19 - JOINT PREPARATION**

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely or as a matter of judicial constraint, be construed more severely against one of the parties than the other.

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The captions and section headings appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

**ARTICLE 21 - DELEGATION OF DUTY**

This Agreement shall not in any way or manner whatsoever be deemed to constitute a transfer of powers or functions. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or municipal officers.

**ARTICLE 22 - SURVIVABILITY**

Any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

**ARTICLE 23 - 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 AGENCY.

**ARTICLE 24 - E-VERIFY - EMPLOYMENT ELIGIBILITY**

Each party warrants and represents that it is in compliance with Section 448.095, Florida Statutes, as may be amended. Each party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired employees. If either party has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, said party shall terminate this Agreement with the violating party.

**ARTICLE 25 - FORCE MAJEURE**

The COUNTY and/or the AGENCY shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any strike, lockout, civil commotion, war-like operation, natural disaster, invasion, rebellion, pandemic, military power, sabotage, government regulations or controls over which COUNTY or AGENCY, as applicable, has no amendatory powers, inability to obtain any material, utilities, service or financing, through Acts of God or other cause beyond the reasonable control of the COUNTY or AGENCY, as applicable. Furthermore, the COUNTY and the AGENCY specifically acknowledge that neither shall have any liability whatsoever for any damages or injuries due to a Force Majeure.

**ARTICLE 26 - TERMINATION OF PRIOR AGREEMENT**

The prior Agreement for the Enhancement and Maintenance of the E9-1-1 Emergency Telephone Number System, entered into between the parties in 1992, shall be automatically terminated upon the commencement of this Agreement.

-----Balance of page left intentionally blank-----



IN WITNESS WHEREOF, the COUNTY and the AGENCY have each caused this Agreement to be executed by its duly authorized official as of the date first set forth above.

**PALM BEACH COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS**

By: *[Signature]*  
County Administrator or Designee

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: *[Signature]*  
Assistant County Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

By: *[Signature]*  
Department Director

**AGENCY:  
Town of Lantana**  
Town of Lantana

AGENCY Name  
By: *[Signature]*  
AGENCY Signature

Brian K. Raducci - Town Manager  
Typed Name & Title

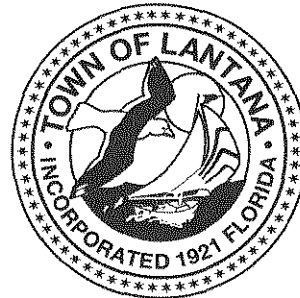
**ATTEST:**

By: *[Signature]*  
AGENCY CLERK Signature

Kathleen Dominguez, CMC, Town Clerk  
AGENCY CLERK Name & Title

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: *[Signature]*  
AGENCY's Attorney



(corp. seal)

PSAP: Lantana Police Department

**Back Room**

HP Proliant G8 DL160 SE SERVER	4
Cisco 24-port Switch	2
Analog Interface Module - AIMS card	1
4 ft IT Cabinet	1
Color Laser Printer	1

**Workstations**

Intrado A9C Call Handling Appliance	2
22" Touchscreen Monitor	2
22" Monitor	2
Genovation Keypad	2
Keyboard	2
Mouse	2

**AGREEMENT FOR THE  
INSTALLATION, OPERATION AND MAINTENANCE OF  
THE 9-1-1 EMERGENCY CALL HANDLING SYSTEM**

THIS AGREEMENT ("the Agreement") is made as of the 7<sup>th</sup> day of February, 2024, by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as "COUNTY"), and the Town of Manalapan-----, a municipal corporation or agency of the State of Florida (herein referred to as "AGENCY").

**WITNESSETH**

WHEREAS, the Florida Legislature enacted the Emergency Communications Number E911 Act, Section 365.172, Florida Statutes, for the purpose of establishing and implementing a comprehensive statewide emergency telecommunications number system that will provide users of voice communications services with rapid direct access to public safety agencies via a 911 system and to provide funds to counties for certain costs associated with their 911 or E911 system; and

WHEREAS, Section 365.172, Florida Statutes, provides for the levy of a reasonable fee on users of voice communications services to establish and implement a comprehensive statewide emergency telecommunications number system to allow direct access to public safety agencies by accessing the telephone number "9-1-1;" and

WHEREAS, Section 365.172(2)(e), Florida Statutes, acknowledges the legislative intent that the E911 fee authorized and imposed does not necessarily provide the total funding required to accomplish these purposes; and

WHEREAS, Sections 365.172 and 365.173, Florida Statutes, establishes how E911 fees are collected in the State of Florida and redistributed to the appropriate counties to be used as specified; and

WHEREAS, Section 365.173(2)(d), Florida Statutes, establishes the COUNTY as the body charged with the appropriation of these funds; and

WHEREAS, the COUNTY and the AGENCY recognize the need and benefits to having and maintaining a single functional 9-1-1 network in several locations for emergency call handling and transfer as designated in the Florida Emergency Communications Number E911 State Plan, as may be amended from time to time (hereafter referred to as the "State E911 Plan"); and

**WHEREAS**, to accomplish this, the COUNTY desires to implement a 9-1-1 system in the AGENCY's Public Safety Answering Point (PSAP), also known as an Emergency Communications Center (ECC), which implementation includes the COUNTY's acquisition, installation and maintenance of select COUNTY systems and equipment, and which also may include an annual disbursement of funds to the AGENCY to offset permissible expenditures, and reimbursement of capital expenses for certain 9-1-1 related equipment purchased by the AGENCY, all to the extent permitted under Sections 365.171 and 365.172, Florida Statutes and the County budget adopted, or to be adopted, for the 9-1-1 system; and

**WHEREAS**, the COUNTY and AGENCY consider entering into and performing this Agreement to be in the best interest of their respective citizens and the health, safety, and welfare of such citizens;

Now, therefore, in consideration of the mutual promises contained herein, the COUNTY and AGENCY agree as follows:

**ARTICLE 1 - PURPOSE.**

The purpose of this Agreement is set forth in the above recitals, and same are hereby incorporated herein by reference. This Agreement provides for the installation and maintenance of a 9-1-1 system as described in the Palm Beach County E911 Plan on file with the Florida Department of Management Services; establishes minimum performance standards and other related procedures; establishes a disbursement/reimbursement procedure; and defines responsibilities pertaining to the 9-1-1 Call Handling System as they relate to the parties hereto. The subjects addressed herein, and the responsibilities assigned are not all inclusive and it is anticipated that the Palm Beach County 9-1-1 system will require future revisions and modifications. As a result, this Agreement does not represent a limitation of 9-1-1 issues and may be amended by mutual written agreement of the parties.

**ARTICLE 2 -BAILMENT.**

- a. The COUNTY hereby provides to the AGENCY, and the AGENCY hereby accepts possession of, the COUNTY 9-1-1 systems and equipment, including 9-1-1 Call Handling Equipment ("CHE"), identified on **Exhibit A** attached hereto and incorporated herein (hereinafter referred to as "COUNTY 9-1-1 Systems and Equipment"). Exhibit A may be updated and modified from time to time as agreed to in writing by the parties' Contract Monitors; and each party hereby authorizes its respective Contract Monitor to execute such modified Exhibit A on behalf of said party.
- b. This provision of the COUNTY 9-1-1 Systems and Equipment shall be considered a bailment for the mutual benefit of the COUNTY (bailor) and the AGENCY (bailee).

All COUNTY 9-1-1 Systems and Equipment provided by the COUNTY hereunder shall remain the property of the COUNTY, and the AGENCY shall use such COUNTY 9-1-1 Systems and Equipment only for the purposes contemplated by this Agreement.

**ARTICLE 3 - OBLIGATIONS OF THE COUNTY**

- a. The COUNTY, through the Department of Public Safety, Division of 9-1-1 Program Services, shall provide the COUNTY 9-1-1 Systems and Equipment to the AGENCY, which the AGENCY shall use for routing, delivery, and handling of 9-1-1 emergency calls.
- b. The COUNTY 9-1-1 system shall be a Next Generation 9-1-1 Emergency Services IP Network (ESINet) and Call Handling System (CHS), and is compliant with all standards required by the State E911 Plan.
- c. The COUNTY will provide on-demand language translation services; monitoring of the COUNTY 9-1-1 Systems and Equipment; PSAP data analytics; and call taker training to the AGENCY's 9-1-1 Public Safety Telecommunicators.
- d. The COUNTY shall provide for the installation of, as well as preventive monthly inspection (PMI), maintenance, upgrades, and emergency service for, the COUNTY 9-1-1 Systems and Equipment.
- e. The COUNTY will ensure all service technicians are fingerprint background checked and Criminal Justice Information Services (CJIS) certified, as required by the Florida Department of Law Enforcement (FDLE) for unescorted entry into secure/restricted areas within PSAPs.
- f. The COUNTY shall be responsible for maintaining a current Master Street Address Guide (MSAG).
- g. The COUNTY shall give priority, in the allocation of E911 fee revenue, to recurring operational expenses of the network and systems; updating and refreshing 9-1-1 equipment and technologies; and any other mandatory expenses.
- h. The COUNTY may provide for an equitable annual disbursement of any remaining E911 fee revenues, not previously encumbered, or of monies specifically designated by the COUNTY, to offset the AGENCY's cost of appropriate statutorily permissible expenditures under Section 365.172, Florida Statutes. Such disbursement, if any, will be calculated by the COUNTY pursuant to an equitable formula. The COUNTY will notify the AGENCY of the amount of any such disbursement on an annual basis.

#### **ARTICLE 4 - OBLIGATIONS OF THE AGENCY**

- a. The AGENCY shall provide security and back-up power, to include a UPS (uninterrupted power source) to the COUNTY 9-1-1 Systems and Equipment in accordance with the State E911 Plan.
- b. The AGENCY shall comply with appropriate cybersecurity protocols as stipulated by the COUNTY, specifically the Department of Public Safety, Division of 9-1-1 Program Services.
- c. The AGENCY shall provide a number of call takers sufficient to meet the requirements of section 5.3.1 of the State E911 Plan. Call takers must maintain current Florida Department of Health Public Safety Telecommunicators certification.
- d. The AGENCY shall promptly notify the COUNTY of any issue that impacts the delivery and answering of 9-1-1 calls. This may include equipment failures or damage and database failures or errors. The AGENCY shall be responsible for lost equipment or equipment damaged due to the AGENCY's negligence based on the value of such equipment at the time of loss or damage.
- e. The AGENCY shall notify the COUNTY of any service boundary, street name, building or unit number, or other addressing that has been changed within three (3) business days of the approval setting forth such changes.
- f. The AGENCY shall operate its PSAP in compliance, at minimum, with all standards established for PSAPs by the State E911 Plan.
- g. The parties acknowledge that the AGENCY's operation of its PSAP may require the AGENCY to procure capital equipment in addition to the COUNTY 9-1-1 Systems and Equipment provided by the COUNTY hereunder. The AGENCY may request from the COUNTY reimbursement of capital expenses relating to such purchase(s) of 9-1-1 related equipment authorized under Section 365.172(10), Florida Statutes; provided that the COUNTY's approval, in its sole discretion, has been obtained prior to the AGENCY's procurement of such equipment. The AGENCY shall be responsible for purchasing and acquiring the equipment, and then submitting for reimbursement to the COUNTY all documentation required by the Palm Beach County Clerk and Comptroller's Office. All requests for reimbursement will be made as soon as practical, but no later than August 31<sup>st</sup> of each fiscal year this Agreement is in effect.
- h. The AGENCY shall provide access to their COUNTY 9-1-1 Systems and Equipment to COUNTY designated service technicians for installation, preventive monthly inspection (PMI), maintenance, upgrades, and emergency service.
- i. The AGENCY will perform no self-service maintenance on COUNTY 9-1-1 Systems and Equipment. The AGENCY shall contact the COUNTY for all maintenance and repairs of the COUNTY 9-1-1 Systems and Equipment.

- j. The AGENCY shall return to the COUNTY all COUNTY 9-1-1 Systems and Equipment when in disrepair or no longer in use, and at the termination of this Agreement, for tracking and proper disposal.

**ARTICLE 5 - TERM AND TERMINATION**

The term of this Agreement, unless terminated as provided in this Article 5, is for a period of five (5) years commencing January 1, 2024, with three (3) one-year renewal options, under the same terms and conditions stated herein, upon written agreement of the parties.

The COUNTY reserves the right to terminate this Agreement for cause upon ninety (90) days' written notice to the AGENCY. The AGENCY may terminate this Agreement upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the AGENCY.

**ARTICLE 6 - CONTRACT MONITORS AND NOTICES**

The COUNTY's Contract Monitor shall be the Public Safety Department Director, whose telephone number is (561)712-6400. The AGENCY's Contract Monitor shall be the AGENCY's Manager, whose telephone number is (561) 585-9477.

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand with a receipt obtained, or by certified mail return receipt requested, or by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Public Safety Department Director  
20 South Military Trail  
West Palm Beach, FL 33415

With a copy to:

Dan Koenig, Senior Manager, PBC 9-1-1 Program Services  
20 South Military Trail  
West Palm Beach, FL 33415

and

Palm Beach County Attorney's Office  
301 North Olive Ave. - 6<sup>th</sup> Floor  
West Palm Beach, FL 33401

If sent to the AGENCY, notices shall be addressed to:

Linda Stumpf, Town Manager  
Carmen Mattox, Chief of Police

Town of Manalapan  
600 South Ocean Blvd  
Manalapan, FL 33462  
With a copy to:

Erika Peterson, Town Clerk

Town of Manalapan  
600 South Ocean Blvd  
Manalapan, FL 33462

**ARTICLE 7 - LIABILITY**

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, the COUNTY shall indemnify, defend and hold harmless the AGENCY against any actions, claims or damages arising out of the COUNTY's negligence in connection with this Agreement, and the AGENCY shall indemnify, defend and hold harmless the COUNTY against any actions, claims or damages arising out of the AGENCY's negligence in connection with this Agreement, including its negligent use, care and/or possession of the COUNTY 9-1-1 Systems and Equipment provided hereunder. This provision does not constitute consent of either party to be sued by third parties and shall not be construed as a waiver of either party's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. Nor shall this provision be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

**ARTICLE 8 - WAIVER**

If either party shall waive any provisions of the Agreement or fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed a continuing waiver and shall never be construed as such; and such party shall thereafter have the right to insist upon the enforcement of such conditions or provisions.

**ARTICLE 9 - SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held by a court of competent jurisdiction to be



invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 10 - ENTIRETY OF AGREEMENT**

The COUNTY and the AGENCY agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto or as specifically provided for herein.

**ARTICLE 11 - AUDITS and PUBLIC RECORDS**

The AGENCY and the COUNTY shall maintain records relating to this Agreement and performance hereunder in accordance with Florida's public records laws and any other applicable laws, including any applicable confidentiality laws. At a minimum, the AGENCY and the COUNTY shall maintain such records for at least five (5) years after the termination of this Agreement. If any inquiry, investigation, audit or litigation is underway at any time during the five (5) year period, the AGENCY and the COUNTY shall continue to maintain and preserve the records until the resolution of the inquiry, investigation, audit or litigation. The COUNTY and the AGENCY shall have the right, upon reasonable request and during normal business hours, to inspect, examine or copy the other's records, and each party shall make such records available to the other party in Palm Beach County.

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's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in 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.

**ARTICLE 12 - NO AGENCY**

Nothing contained herein is intended to, nor shall create an agency relationship between the COUNTY and the AGENCY.

**ARTICLE 13 - EMPLOYEE FUNCTIONS**

No employee of the COUNTY or the AGENCY shall perform any function or service which is not within the employee's scope of duties as defined or determined by the employee's employer.

**ARTICLE 14 - RELATIONSHIP OF EMPLOYEES**

No employee, officer, or agent of either party shall, in connection with this Agreement or the performance of services and functions hereunder, have a right to or claim any pension, workers' compensation, unemployment compensation, civil service, or other employee rights, privileges, or benefits granted by operation of law or otherwise except through and against the entity by whom they are employed. No employee of either party shall be deemed the employee of the other, for any purpose, whatsoever. Neither party is authorized to make or enter into any contract, agreement, or warranty for or on behalf of the other, unless the parties to this Agreement have entered into a written agreement expressly authorizing such.

**ARTICLE 15 - ASSIGNMENT OF RIGHTS**

Neither party shall assign, transfer or convey, in whole or in part, its rights, duties, or obligations without the prior written consent of the other; however nothing contained herein shall be construed to prevent COUNTY, in its sole discretion, from using subcontractors to perform its obligations under this Agreement without obtaining consent.

**ARTICLE 16 - NONDISCRIMINATION**

In Resolution 2017-1770, the COUNTY expressed its commitment to assuring equal opportunity by not conducting business with nor appropriating funds to entities that discriminate as set forth therein. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AGENCY 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.

**ARTICLE 17 - ANNUAL APPROPRIATIONS**

Each party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder.

**ARTICLE 18 - REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**ARTICLE 19 - JOINT PREPARATION**

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely or as a matter of judicial constraint, be construed more severely against one of the parties than the other.

**ARTICLE 20 - CAPTIONS**

The captions and section headings appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

**ARTICLE 21 - DELEGATION OF DUTY**

This Agreement shall not in any way or manner whatsoever be deemed to constitute a transfer of powers or functions. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or municipal officers.

**ARTICLE 22 - SURVIVABILITY**

Any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

**ARTICLE 23 - 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 AGENCY.

**ARTICLE 24 - E-VERIFY - EMPLOYMENT ELIGIBILITY**

Each party warrants and represents that it is in compliance with Section 448.095, Florida Statutes, as may be amended. Each party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired employees. If either party has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, said party shall terminate this Agreement with the violating party.

**ARTICLE 25 - FORCE MAJEURE**

The COUNTY and/or the AGENCY shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any strike, lockout, civil commotion, war-like operation, natural disaster, invasion, rebellion, pandemic, military power, sabotage, government regulations or controls over which COUNTY or AGENCY, as applicable, has no amendatory powers, inability to obtain any material, utilities, service or financing, through Acts of God or other cause beyond the reasonable control of the COUNTY or AGENCY, as applicable. Furthermore, the COUNTY and the AGENCY specifically acknowledge that neither shall have any liability whatsoever for any damages or injuries due to a Force Majeure.

**ARTICLE 26 - TERMINATION OF PRIOR AGREEMENT**

The prior Agreement for the Enhancement and Maintenance of the E9-1-1 Emergency Telephone Number System, entered into between the parties in 1992, shall be automatically terminated upon the commencement of this Agreement.

-----Balance of page left intentionally blank-----

IN WITNESS WHEREOF, the COUNTY and the AGENCY have each caused this Agreement to be executed by its duly authorized official as of the date first set forth above.

**PALM BEACH COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS**

By:   
County Administrator or Designee

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:   
Assistant County Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

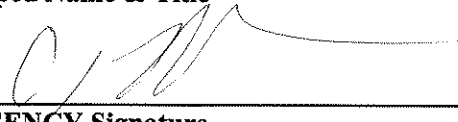
By:   
Department Director

**AGENCY:**

Town of Manalapan  
AGENCY Name

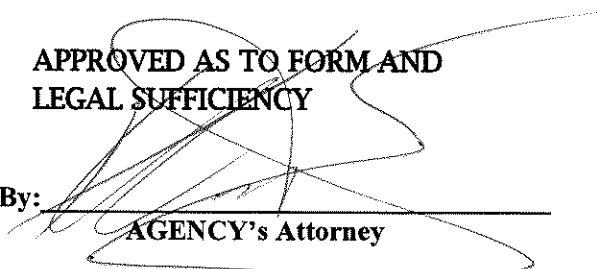
By:   
AGENCY Signature

Linda Stumpt, Town Manager  
Typed Name & Title

By:   
AGENCY Signature

Carmen Mattox, Chief of Police  
AGENCY Name & Title

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By:   
AGENCY's Attorney

(corp. seal)

PSAP: Manalapan Police Department

**Back Room**

HP Proliant G8 DL160 SE SERVER	4
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**Workstations**

Intrado A9C Call Handling Appliance	2
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22" Monitor	2
Genovation Keypad	2
Keyboard	2
Mouse	2

**AGREEMENT FOR THE  
INSTALLATION, OPERATION AND MAINTENANCE OF  
THE 9-1-1 EMERGENCY CALL HANDLING SYSTEM**

THIS AGREEMENT ("the Agreement") is made as of the 7<sup>th</sup> day of February, 2024, by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as "COUNTY"), and the Town of Ocean Ridge, a municipal corporation or agency of the State of Florida (herein referred to as "AGENCY").

**WITNESSETH**

**WHEREAS**, the Florida Legislature enacted the Emergency Communications Number E911 Act, Section 365.172, Florida Statutes, for the purpose of establishing and implementing a comprehensive statewide emergency telecommunications number system that will provide users of voice communications services with rapid direct access to public safety agencies via a 911 system and to provide funds to counties for certain costs associated with their 911 or E911 system; and

**WHEREAS**, Section 365.172, Florida Statutes, provides for the levy of a reasonable fee on users of voice communications services to establish and implement a comprehensive statewide emergency telecommunications number system to allow direct access to public safety agencies by accessing the telephone number "9-1-1;" and

**WHEREAS**, Section 365.172(2)(e), Florida Statutes, acknowledges the legislative intent that the E911 fee authorized and imposed does not necessarily provide the total funding required to accomplish these purposes; and

**WHEREAS**, Sections 365.172 and 365.173, Florida Statutes, establishes how E911 fees are collected in the State of Florida and redistributed to the appropriate counties to be used as specified; and

**WHEREAS**, Section 365.173(2)(d), Florida Statutes, establishes the COUNTY as the body charged with the appropriation of these funds; and

**WHEREAS**, the COUNTY and the AGENCY recognize the need and benefits to having and maintaining a single functional 9-1-1 network in several locations for emergency call handling and transfer as designated in the Florida Emergency Communications Number E911 State Plan, as may be amended from time to time (hereafter referred to as the "State E911 Plan"); and

**WHEREAS**, to accomplish this, the COUNTY desires to implement a 9-1-1 system in the AGENCY's Public Safety Answering Point (PSAP), also known as an Emergency Communications Center (ECC), which implementation includes the COUNTY's acquisition, installation and maintenance of select COUNTY systems and equipment, and which also may include an annual disbursement of funds to the AGENCY to offset permissible expenditures, and reimbursement of capital expenses for certain 9-1-1 related equipment purchased by the AGENCY, all to the extent permitted under Sections 365.171 and 365.172, Florida Statutes and the County budget adopted, or to be adopted, for the 9-1-1 system; and

**WHEREAS**, the COUNTY and AGENCY consider entering into and performing this Agreement to be in the best interest of their respective citizens and the health, safety, and welfare of such citizens;

Now, therefore, in consideration of the mutual promises contained herein, the COUNTY and AGENCY agree as follows:

**ARTICLE 1 - PURPOSE**

The purpose of this Agreement is set forth in the above recitals, and same are hereby incorporated herein by reference. This Agreement provides for the installation and maintenance of a 9-1-1 system as described in the Palm Beach County E911 Plan on file with the Florida Department of Management Services; establishes minimum performance standards and other related procedures; establishes a disbursement/reimbursement procedure; and defines responsibilities pertaining to the 9-1-1 Call Handling System as they relate to the parties hereto. The subjects addressed herein, and the responsibilities assigned are not all inclusive and it is anticipated that the Palm Beach County 9-1-1 system will require future revisions and modifications. As a result, this Agreement does not represent a limitation of 9-1-1 issues and may be amended by mutual written agreement of the parties.

**ARTICLE 2 -BAILMENT**

- a. The COUNTY hereby provides to the AGENCY, and the AGENCY hereby accepts possession of, the COUNTY 9-1-1 systems and equipment, including 9-1-1 Call Handling Equipment ("CHE"), identified on **Exhibit A** attached hereto and incorporated herein (hereinafter referred to as "COUNTY 9-1-1 Systems and Equipment"). Exhibit A may be updated and modified from time to time as agreed to in writing by the parties' Contract Monitors; and each party hereby authorizes its respective Contract Monitor to execute such modified Exhibit A on behalf of said party.
- b. This provision of the COUNTY 9-1-1 Systems and Equipment shall be considered a bailment for the mutual benefit of the COUNTY (bailor) and the AGENCY (bailee).



All COUNTY 9-1-1 Systems and Equipment provided by the COUNTY hereunder shall remain the property of the COUNTY, and the AGENCY shall use such COUNTY 9-1-1 Systems and Equipment only for the purposes contemplated by this Agreement.

**ARTICLE 3 - OBLIGATIONS OF THE COUNTY**

- a. The COUNTY, through the Department of Public Safety, Division of 9-1-1 Program Services, shall provide the COUNTY 9-1-1 Systems and Equipment to the AGENCY, which the AGENCY shall use for routing, delivery, and handling of 9-1-1 emergency calls.
- b. The COUNTY 9-1-1 system shall be a Next Generation 9-1-1 Emergency Services IP Network (ESINet) and Call Handling System (CHS), and is compliant with all standards required by the State E911 Plan.
- c. The COUNTY will provide on-demand language translation services; monitoring of the COUNTY 9-1-1 Systems and Equipment; PSAP data analytics; and call taker training to the AGENCY's 9-1-1 Public Safety Telecommunicators.
- d. The COUNTY shall provide for the installation of, as well as preventive monthly inspection (PMI), maintenance, upgrades, and emergency service for, the COUNTY 9-1-1 Systems and Equipment.
- e. The COUNTY will ensure all service technicians are fingerprint background checked and Criminal Justice Information Services (CJIS) certified, as required by the Florida Department of Law Enforcement (FDLE) for unescorted entry into secure/restricted areas within PSAPs.
- f. The COUNTY shall be responsible for maintaining a current Master Street Address Guide (MSAG).
- g. The COUNTY shall give priority, in the allocation of E911 fee revenue, to recurring operational expenses of the network and systems; updating and refreshing 9-1-1 equipment and technologies; and any other mandatory expenses.
- h. The COUNTY may provide for an equitable annual disbursement of any remaining E911 fee revenues, not previously encumbered, or of monies specifically designated by the COUNTY, to offset the AGENCY's cost of appropriate statutorily permissible expenditures under Section 365.172, Florida Statutes. Such disbursement, if any, will be calculated by the COUNTY pursuant to an equitable formula. The COUNTY will notify the AGENCY of the amount of any such disbursement on an annual basis.

#### **ARTICLE 4 - OBLIGATIONS OF THE AGENCY**

- a. The AGENCY shall provide security and back-up power, to include a UPS (uninterrupted power source) to the COUNTY 9-1-1 Systems and Equipment in accordance with the State E911 Plan.
- b. The AGENCY shall comply with appropriate cybersecurity protocols as stipulated by the COUNTY, specifically the Department of Public Safety, Division of 9-1-1 Program Services.
- c. The AGENCY shall provide a number of call takers sufficient to meet the requirements of section 5.3.1 of the State E911 Plan. Call takers must maintain current Florida Department of Health Public Safety Telecommunicators certification.
- d. The AGENCY shall promptly notify the COUNTY of any issue that impacts the delivery and answering of 9-1-1 calls. This may include equipment failures or damage and database failures or errors. The AGENCY shall be responsible for lost equipment or equipment damaged due to the AGENCY's negligence based on the value of such equipment at the time of loss or damage.
- e. The AGENCY shall notify the COUNTY of any service boundary, street name, building or unit number, or other addressing that has been changed within three (3) business days of the approval setting forth such changes.
- f. The AGENCY shall operate its PSAP in compliance, at minimum, with all standards established for PSAPs by the State E911 Plan.
- g. The parties acknowledge that the AGENCY's operation of its PSAP may require the AGENCY to procure capital equipment in addition to the COUNTY 9-1-1 Systems and Equipment provided by the COUNTY hereunder. The AGENCY may request from the COUNTY reimbursement of capital expenses relating to such purchase(s) of 9-1-1 related equipment authorized under Section 365.172(10), Florida Statutes; provided that the COUNTY's approval, in its sole discretion, has been obtained prior to the AGENCY's procurement of such equipment. The AGENCY shall be responsible for purchasing and acquiring the equipment, and then submitting for reimbursement to the COUNTY all documentation required by the Palm Beach County Clerk and Comptroller's Office. All requests for reimbursement will be made as soon as practical, but no later than August 31<sup>st</sup> of each fiscal year this Agreement is in effect.
- h. The AGENCY shall provide access to their COUNTY 9-1-1 Systems and Equipment to COUNTY designated service technicians for installation, preventive monthly inspection (PMI), maintenance, upgrades, and emergency service.
- i. The AGENCY will perform no self-service maintenance on COUNTY 9-1-1 Systems and Equipment. The AGENCY shall contact the COUNTY for all maintenance and repairs of the COUNTY 9-1-1 Systems and Equipment.

- j. The AGENCY shall return to the COUNTY all COUNTY 9-1-1 Systems and Equipment when in disrepair or no longer in use, and at the termination of this Agreement, for tracking and proper disposal.

**ARTICLE 5 - TERM AND TERMINATION**

The term of this Agreement, unless terminated as provided in this Article 5, is for a period of five (5) years commencing January 1, 2024, with three (3) one-year renewal options, under the same terms and conditions stated herein, upon written agreement of the parties.

The COUNTY reserves the right to terminate this Agreement for cause upon ninety (90) days' written notice to the AGENCY. The AGENCY may terminate this Agreement upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the AGENCY.

**ARTICLE 6 - CONTRACT MONITORS AND NOTICES**

The COUNTY's Contract Monitor shall be the Public Safety Department Director, whose telephone number is (561)712-6400. The AGENCY's Contract Monitor shall be the AGENCY's Manager, whose telephone number is (561) 732-8331.

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand with a receipt obtained, or by certified mail return receipt requested, or by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Public Safety Department Director  
20 South Military Trail  
West Palm Beach, FL 33415

With a copy to:

Dan Koenig, Senior Manager, PBC 9-1-1 Program Services  
20 South Military Trail  
West Palm Beach, FL 33415

and

Palm Beach County Attorney's Office  
301 North Olive Ave. - 6<sup>th</sup> Floor  
West Palm Beach, FL 33401

ey

If sent to the AGENCY, notices shall be addressed to:

Jessica Simpson, Dispatch Manager

-----  
6450 N Ocean Blvd

-----  
Ocean Ridge, FL 33435

With a copy to:

Lynne Ladner, Town Manager

-----  
6450 N Ocean Blvd

-----  
Ocean Ridge, FL 33435

**ARTICLE 7 - LIABILITY**

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, the COUNTY shall indemnify, defend and hold harmless the AGENCY against any actions, claims or damages arising out of the COUNTY's negligence in connection with this Agreement, and the AGENCY shall indemnify, defend and hold harmless the COUNTY against any actions, claims or damages arising out of the AGENCY's negligence in connection with this Agreement, including its negligent use, care and/or possession of the COUNTY 9-1-1 Systems and Equipment provided hereunder. This provision does not constitute consent of either party to be sued by third parties and shall not be construed as a waiver of either party's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. Nor shall this provision be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

**ARTICLE 8 - WAIVER**

If either party shall waive any provisions of the Agreement or fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed a continuing waiver and shall never be construed as such; and such party shall thereafter have the right to insist upon the enforcement of such conditions or provisions.

**ARTICLE 9 - SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held by a court of competent jurisdiction to be

invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 10 - ENTIRETY OF AGREEMENT**

The COUNTY and the AGENCY agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto or as specifically provided for herein.

**ARTICLE 11 - AUDITS and PUBLIC RECORDS**

The AGENCY and the COUNTY shall maintain records relating to this Agreement and performance hereunder in accordance with Florida's public records laws and any other applicable laws, including any applicable confidentiality laws. At a minimum, the AGENCY and the COUNTY shall maintain such records for at least five (5) years after the termination of this Agreement. If any inquiry, investigation, audit or litigation is underway at any time during the five (5) year period, the AGENCY and the COUNTY shall continue to maintain and preserve the records until the resolution of the inquiry, investigation, audit or litigation. The COUNTY and the AGENCY shall have the right, upon reasonable request and during normal business hours, to inspect, examine or copy the other's records, and each party shall make such records available to the other party in Palm Beach County.

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's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in 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.

**ARTICLE 12 - NO AGENCY**

Nothing contained herein is intended to, nor shall create an agency relationship between the COUNTY and the AGENCY.

**ARTICLE 13 - EMPLOYEE FUNCTIONS**

No employee of the COUNTY or the AGENCY shall perform any function or service which is not within the employee's scope of duties as defined or determined by the employee's employer.

**ARTICLE 14 - RELATIONSHIP OF EMPLOYEES**

No employee, officer, or agent of either party shall, in connection with this Agreement or the performance of services and functions hereunder, have a right to or claim any pension, workers' compensation, unemployment compensation, civil service, or other employee rights, privileges, or benefits granted by operation of law or otherwise except through and against the entity by whom they are employed. No employee of either party shall be deemed the employee of the other, for any purpose, whatsoever. Neither party is authorized to make or enter into any contract, agreement, or warranty for or on behalf of the other, unless the parties to this Agreement have entered into a written agreement expressly authorizing such.

**ARTICLE 15 - ASSIGNMENT OF RIGHTS**

Neither party shall assign, transfer or convey, in whole or in part, its rights, duties, or obligations without the prior written consent of the other; however nothing contained herein shall be construed to prevent COUNTY, in its sole discretion, from using subcontractors to perform its obligations under this Agreement without obtaining consent.

**ARTICLE 16 - NONDISCRIMINATION**

In Resolution 2017-1770, the COUNTY expressed its commitment to assuring equal opportunity by not conducting business with nor appropriating funds to entities that discriminate as set forth therein. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AGENCY 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.

**ARTICLE 17 - ANNUAL APPROPRIATIONS**

Each party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder.

**ARTICLE 18 - REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**ARTICLE 19 - JOINT PREPARATION**

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely or as a matter of judicial constraint, be construed more severely against one of the parties than the other.

**ARTICLE 20 - CAPTIONS**

The captions and section headings appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

**ARTICLE 21 - DELEGATION OF DUTY**

This Agreement shall not in any way or manner whatsoever be deemed to constitute a transfer of powers or functions. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or municipal officers.

**ARTICLE 22 - SURVIVABILITY**

Any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

**ARTICLE 23 - 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 AGENCY.

**ARTICLE 24 - E-VERIFY - EMPLOYMENT ELIGIBILITY**

Each party warrants and represents that it is in compliance with Section 448.095, Florida Statutes, as may be amended. Each party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired employees. If either party has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, said party shall terminate this Agreement with the violating party.

**ARTICLE 25 - FORCE MAJEURE**

The COUNTY and/or the AGENCY shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any strike, lockout, civil commotion, war-like operation, natural disaster, invasion, rebellion, pandemic, military power, sabotage, government regulations or controls over which COUNTY or AGENCY, as applicable, has no amendatory powers, inability to obtain any material, utilities, service or financing, through Acts of God or other cause beyond the reasonable control of the COUNTY or AGENCY, as applicable. Furthermore, the COUNTY and the AGENCY specifically acknowledge that neither shall have any liability whatsoever for any damages or injuries due to a Force Majeure.

**ARTICLE 26 - TERMINATION OF PRIOR AGREEMENT**

The prior Agreement for the Enhancement and Maintenance of the E9-1-1 Emergency Telephone Number System, entered into between the parties in 1992, shall be automatically terminated upon the commencement of this Agreement.

-----Balance of page left intentionally blank-----



IN WITNESS WHEREOF, the COUNTY and the AGENCY have each caused this Agreement to be executed by its duly authorized official as of the date first set forth above.

PALM BEACH COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

By: *J. B. Bafter*  
County Administrator or Designee

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: *R. B. Bafter*  
Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By: *S. J. Smith*  
Department Director

AGENCY:

Town of Ocean Ridge  
AGENCY Name

By: *[Signature]*  
AGENCY Signature

Town Manager/Finance Director  
Typed Name & Title

ATTEST:

By: *Kelly Avery*  
AGENCY CLERK Signature

Kelly Avery, Town Clerk  
AGENCY CLERK Name & Title

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: *[Signature]*  
AGENCY's Attorney  
*Christy Goddard, Town Attorney*



(corp. seal)

PSAP: Ocean Ridge Police Department

**Back Room**

HP Proliant G8 DL160 SE SERVER	4
Cisco 24-port Switch	2
Analog Interface Module - AIMS card	1
4 ft IT Cabinet	1
Color Laser Printer	1

**Workstations**

Intrado A9C Call Handling Appliance	2
22" Touchscreen Monitor	2
22" Monitor	2
Genovation Keypad	2

**AGREEMENT FOR THE  
INSTALLATION, OPERATION AND MAINTENANCE OF  
THE 9-1-1 EMERGENCY CALL HANDLING SYSTEM**

THIS AGREEMENT ("the Agreement") is made as of the 7<sup>th</sup> day of February, 2024, by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as "COUNTY"), and the Town of Palm Beach, a municipal corporation or agency of the State of Florida (herein referred to as "AGENCY").

**WITNESSETH**

**WHEREAS**, the Florida Legislature enacted the Emergency Communications Number E911 Act, Section 365.172, Florida Statutes, for the purpose of establishing and implementing a comprehensive statewide emergency telecommunications number system that will provide users of voice communications services with rapid direct access to public safety agencies via a 911 system and to provide funds to counties for certain costs associated with their 911 or E911 system; and

**WHEREAS**, Section 365.172, Florida Statutes, provides for the levy of a reasonable fee on users of voice communications services to establish and implement a comprehensive statewide emergency telecommunications number system to allow direct access to public safety agencies by accessing the telephone number "9-1-1;" and

**WHEREAS**, Section 365.172(2)(e), Florida Statutes, acknowledges the legislative intent that the E911 fee authorized and imposed does not necessarily provide the total funding required to accomplish these purposes; and

**WHEREAS**, Sections 365.172 and 365.173, Florida Statutes, establishes how E911 fees are collected in the State of Florida and redistributed to the appropriate counties to be used as specified; and

**WHEREAS**, Section 365.173(2)(d), Florida Statutes, establishes the COUNTY as the body charged with the appropriation of these funds; and

**WHEREAS**, the COUNTY and the AGENCY recognize the need and benefits to having and maintaining a single functional 9-1-1 network in several locations for emergency call handling and transfer as designated in the Florida Emergency Communications Number E911 State Plan, as may be amended from time to time (hereafter referred to as the "State E911 Plan"); and

**WHEREAS**, to accomplish this, the COUNTY desires to implement a 9-1-1 system in the AGENCY's Public Safety Answering Point (PSAP), also known as an Emergency Communications Center (ECC), which implementation includes the COUNTY's acquisition, installation and maintenance of select COUNTY systems and equipment, and which also may include an annual disbursement of funds to the AGENCY to offset permissible expenditures, and reimbursement of capital expenses for certain 9-1-1 related equipment purchased by the AGENCY, all to the extent permitted under Sections 365.171 and 365.172, Florida Statutes and the County budget adopted, or to be adopted, for the 9-1-1 system; and

**WHEREAS**, the COUNTY and AGENCY consider entering into and performing this Agreement to be in the best interest of their respective citizens and the health, safety, and welfare of such citizens;

Now, therefore, in consideration of the mutual promises contained herein, the COUNTY and AGENCY agree as follows:

**ARTICLE 1 - PURPOSE.**

The purpose of this Agreement is set forth in the above recitals, and same are hereby incorporated herein by reference. This Agreement provides for the installation and maintenance of a 9-1-1 system as described in the Palm Beach County E911 Plan on file with the Florida Department of Management Services; establishes minimum performance standards and other related procedures; establishes a disbursement/reimbursement procedure; and defines responsibilities pertaining to the 9-1-1 Call Handling System as they relate to the parties hereto. The subjects addressed herein, and the responsibilities assigned are not all inclusive and it is anticipated that the Palm Beach County 9-1-1 system will require future revisions and modifications. As a result, this Agreement does not represent a limitation of 9-1-1 issues and may be amended by mutual written agreement of the parties.

**ARTICLE 2 -BAILMENT.**

- a. The COUNTY hereby provides to the AGENCY, and the AGENCY hereby accepts possession of, the COUNTY 9-1-1 systems and equipment, including 9-1-1 Call Handling Equipment ("CHE"), identified on **Exhibit A** attached hereto and incorporated herein (hereinafter referred to as "COUNTY 9-1-1 Systems and Equipment"). Exhibit A may be updated and modified from time to time as agreed to in writing by the parties' Contract Monitors; and each party hereby authorizes its respective Contract Monitor to execute such modified Exhibit A on behalf of said party.
- b. This provision of the COUNTY 9-1-1 Systems and Equipment shall be considered a bailment for the mutual benefit of the COUNTY (bailor) and the AGENCY (bailee).

All COUNTY 9-1-1 Systems and Equipment provided by the COUNTY hereunder shall remain the property of the COUNTY, and the AGENCY shall use such COUNTY 9-1-1 Systems and Equipment only for the purposes contemplated by this Agreement.

**ARTICLE 3 – OBLIGATIONS OF THE COUNTY**

- a. The COUNTY, through the Department of Public Safety, Division of 9-1-1 Program Services, shall provide the COUNTY 9-1-1 Systems and Equipment to the AGENCY, which the AGENCY shall use for routing, delivery, and handling of 9-1-1 emergency calls.
- b. The COUNTY 9-1-1 system shall be a Next Generation 9-1-1 Emergency Services IP Network (ESINet) and Call Handling System (CHS), and is compliant with all standards required by the State E911 Plan.
- c. The COUNTY will provide on-demand language translation services; monitoring of the COUNTY 9-1-1 Systems and Equipment; PSAP data analytics; and call taker training to the AGENCY's 9-1-1 Public Safety Telecommunicators.
- d. The COUNTY shall provide for the installation of, as well as preventive monthly inspection (PMI), maintenance, upgrades, and emergency service for, the COUNTY 9-1-1 Systems and Equipment.
- e. The COUNTY will ensure all service technicians are fingerprint background checked and Criminal Justice Information Services (CJIS) certified, as required by the Florida Department of Law Enforcement (FDLE) for unescorted entry into secure/restricted areas within PSAPs.
- f. The COUNTY shall be responsible for maintaining a current Master Street Address Guide (MSAG).
- g. The COUNTY shall give priority, in the allocation of E911 fee revenue, to recurring operational expenses of the network and systems; updating and refreshing 9-1-1 equipment and technologies; and any other mandatory expenses.
- h. The COUNTY may provide for an equitable annual disbursement of any remaining E911 fee revenues, not previously encumbered, or of monies specifically designated by the COUNTY, to offset the AGENCY's cost of appropriate statutorily permissible expenditures under Section 365.172, Florida Statutes. Such disbursement, if any, will be calculated by the COUNTY pursuant to an equitable formula. The COUNTY will notify the AGENCY of the amount of any such disbursement on an annual basis.

#### **ARTICLE 4 – OBLIGATIONS OF THE AGENCY**

- a. The AGENCY shall provide security and back-up power, to include a UPS (uninterrupted power source) to the COUNTY 9-1-1 Systems and Equipment in accordance with the State E911 Plan.
- b. The AGENCY shall comply with appropriate cybersecurity protocols as stipulated by the COUNTY, specifically the Department of Public Safety, Division of 9-1-1 Program Services.
- c. The AGENCY shall provide a number of call takers sufficient to meet the requirements of section 5.3.1 of the State E911 Plan. Call takers must maintain current Florida Department of Health Public Safety Telecommunicators certification.
- d. The AGENCY shall promptly notify the COUNTY of any issue that impacts the delivery and answering of 9-1-1 calls. This may include equipment failures or damage and database failures or errors. The AGENCY shall be responsible for lost equipment or equipment damaged due to the AGENCY's negligence based on the value of such equipment at the time of loss or damage.
- e. The AGENCY shall notify the COUNTY of any service boundary, street name, building or unit number, or other addressing that has been changed within three (3) business days of the approval setting forth such changes.
- f. The AGENCY shall operate its PSAP in compliance, at minimum, with all standards established for PSAPs by the State E911 Plan.
- g. The parties acknowledge that the AGENCY's operation of its PSAP may require the AGENCY to procure capital equipment in addition to the COUNTY 9-1-1 Systems and Equipment provided by the COUNTY hereunder. The AGENCY may request from the COUNTY reimbursement of capital expenses relating to such purchase(s) of 9-1-1 related equipment authorized under Section 365.172(10), Florida Statutes; provided that the COUNTY's approval, in its sole discretion, has been obtained prior to the AGENCY's procurement of such equipment. The AGENCY shall be responsible for purchasing and acquiring the equipment, and then submitting for reimbursement to the COUNTY all documentation required by the Palm Beach County Clerk and Comptroller's Office. All requests for reimbursement will be made as soon as practical, but no later than August 31<sup>st</sup> of each fiscal year this Agreement is in effect.
- h. The AGENCY shall provide access to their COUNTY 9-1-1 Systems and Equipment to COUNTY designated service technicians for installation, preventive monthly inspection (PMI), maintenance, upgrades, and emergency service.
- i. The AGENCY will perform no self-service maintenance on COUNTY 9-1-1 Systems and Equipment. The AGENCY shall contact the COUNTY for all maintenance and repairs of the COUNTY 9-1-1 Systems and Equipment.

- j. The AGENCY shall return to the COUNTY all COUNTY 9-1-1 Systems and Equipment when in disrepair or no longer in use, and at the termination of this Agreement, for tracking and proper disposal.

**ARTICLE 5 - TERM AND TERMINATION**

The term of this Agreement, unless terminated as provided in this Article 5, is for a period of five (5) years commencing January 1, 2024, with three (3) one-year renewal options, under the same terms and conditions stated herein, upon written agreement of the parties.

The COUNTY reserves the right to terminate this Agreement for cause upon ninety (90) days' written notice to the AGENCY. The AGENCY may terminate this Agreement upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the AGENCY.

**ARTICLE 6 - CONTRACT MONITORS AND NOTICES**

The COUNTY's Contract Monitor shall be the Public Safety Department Director, whose telephone number is (561)712-6400. The AGENCY's Contract Monitor shall be the AGENCY's Manager, whose telephone number is (561) 838-5410.

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Public Safety Department Director  
20 South Military Trail  
West Palm Beach, FL 33415

With a copy to:

Dan Koenig, Senior Manager, PBC 9-1-1 Program Services  
20 South Military Trail  
West Palm Beach, FL 33415

and

Palm Beach County Attorney's Office  
301 North Olive Ave. - 6<sup>th</sup> Floor  
West Palm Beach, FL 33401

If sent to the AGENCY, notices shall be addressed to:

Skip Randolph  
360 S County Rd  
Palm Beach, FL 33480

With a copy to:

Nicholas Caristo  
345 S County Rd  
Palm Beach, FL 33480

**ARTICLE 7 - LIABILITY**

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, the COUNTY shall indemnify, defend and hold harmless the AGENCY against any actions, claims or damages arising out of the COUNTY's negligence in connection with this Agreement, and the AGENCY shall indemnify, defend and hold harmless the COUNTY against any actions, claims or damages arising out of the AGENCY's negligence in connection with this Agreement, including its negligent use, care and/or possession of the COUNTY 9-1-1 Systems and Equipment provided hereunder. This provision does not constitute consent of either party to be sued by third parties and shall not be construed as a waiver of either party's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. Nor shall this provision be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

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If either party shall waive any provisions of the Agreement or fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed a continuing waiver and shall never be construed as such; and such party shall thereafter have the right to insist upon the enforcement of such conditions or provisions.

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If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held by a court of competent jurisdiction to be



invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 10 - ENTIRETY OF AGREEMENT**

The COUNTY and the AGENCY agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto or as specifically provided for herein.

**ARTICLE 11 - AUDITS and PUBLIC RECORDS**

The AGENCY and the COUNTY shall maintain records relating to this Agreement and performance hereunder in accordance with Florida's public records laws and any other applicable laws, including any applicable confidentiality laws. At a minimum, the AGENCY and the COUNTY shall maintain such records for at least five (5) years after the termination of this Agreement. If any inquiry, investigation, audit or litigation is underway at any time during the five (5) year period, the AGENCY and the COUNTY shall continue to maintain and preserve the records until the resolution of the inquiry, investigation, audit or litigation. The COUNTY and the AGENCY shall have the right, upon reasonable request and during normal business hours, to inspect, examine or copy the other's records, and each party shall make such records available to the other party in Palm Beach County.

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's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

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Nothing contained herein is intended to, nor shall create an agency relationship between the COUNTY and the AGENCY.

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No employee of the COUNTY or the AGENCY shall perform any function or service which is not within the employee's scope of duties as defined or determined by the employee's employer.

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No employee, officer, or agent of either party shall, in connection with this Agreement or the performance of services and functions hereunder, have a right to or claim any pension, workers' compensation, unemployment compensation, civil service, or other employee rights, privileges, or benefits granted by operation of law or otherwise except through and against the entity by whom they are employed. No employee of either party shall be deemed the employee of the other, for any purpose, whatsoever. Neither party is authorized to make or enter into any contract, agreement, or warranty for or on behalf of the other, unless the parties to this Agreement have entered into a written agreement expressly authorizing such.

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**ARTICLE 17 - ANNUAL APPROPRIATIONS**

Each party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder.

**ARTICLE 18 - REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**ARTICLE 19 - JOINT PREPARATION**

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely or as a matter of judicial constraint, be construed more severely against one of the parties than the other.

**ARTICLE 20 - CAPTIONS**

The captions and section headings appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

**ARTICLE 21 - DELEGATION OF DUTY**

This Agreement shall not in any way or manner whatsoever be deemed to constitute a transfer of powers or functions. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or municipal officers.

**ARTICLE 22 - SURVIVABILITY**

Any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

**ARTICLE 23 - 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 AGENCY.

**ARTICLE 24 - E-VERIFY - EMPLOYMENT ELIGIBILITY**

Each party warrants and represents that it is in compliance with Section 448.095, Florida Statutes, as may be amended. Each party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired employees. If either party has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, said party shall terminate this Agreement with the violating party.

**ARTICLE 25 - FORCE MAJEURE**

The COUNTY and/or the AGENCY shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any strike, lockout, civil commotion, war-like operation, natural disaster, invasion, rebellion, pandemic, military power, sabotage, government regulations or controls over which COUNTY or AGENCY, as applicable, has no amendatory powers, inability to obtain any material, utilities, service or financing, through Acts of God or other cause beyond the reasonable control of the COUNTY or AGENCY, as applicable. Furthermore, the COUNTY and the AGENCY specifically acknowledge that neither shall have any liability whatsoever for any damages or injuries due to a Force Majeure.

**ARTICLE 26 - TERMINATION OF PRIOR AGREEMENT**

The prior Agreement for the Enhancement and Maintenance of the E9-1-1 Emergency Telephone Number System, entered into between the parties in 1992, shall be automatically terminated upon the commencement of this Agreement.

-----Balance of page left intentionally blank-----

IN WITNESS WHEREOF, the COUNTY and the AGENCY have each caused this Agreement to be executed by its duly authorized official as of the date first set forth above.

**PALM BEACH COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS**

By: *[Signature]*  
County Administrator or Designee

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: *[Signature]*  
Assistant County Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

By: *[Signature]*  
Department Director

**AGENCY:**

Town of Palm Beach

**AGENCY Name**

By: *[Signature]*  
AGENCY Signature

NICHOLAS CARISTO, CHIEF of Police  
Typed Name & Title

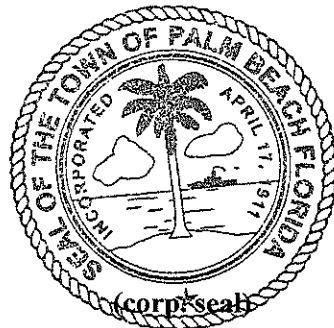
**ATTEST:**

By: *[Signature]*  
AGENCY CLERK Signature

Kelly Churney, Acting Town Clerk  
AGENCY CLERK Name & Title

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: *[Signature]*  
AGENCY's Attorney



PSAP: Palm Beach Police Department

**Back Room**

HP Proliant G8 DL160 SE SERVER	4
Cisco 48-port Switch	2
Analog Interface Module - AIMS card	2
4 ft IT Cabinet	1
Color Laser Printer	1

**Workstations**

Intrado A9C Call Handling Appliance	9
22" Touchscreen Monitor	9
22" Monitor	9
Genovation Keypad	9
Keyboard	9
Mouse	9

**AGREEMENT FOR THE  
INSTALLATION, OPERATION AND MAINTENANCE OF  
THE 9-1-1 EMERGENCY CALL HANDLING SYSTEM**

**THIS AGREEMENT** ("the Agreement") is made as of the 7<sup>th</sup> day of February, 2024, by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as "COUNTY"), and the City of Palm Beach Gardens, a municipal corporation or agency of the State of Florida (herein referred to as "AGENCY").

**WITNESSETH**

**WHEREAS**, the Florida Legislature enacted the Emergency Communications Number E911 Act, Section 365.172, Florida Statutes, for the purpose of establishing and implementing a comprehensive statewide emergency telecommunications number system that will provide users of voice communications services with rapid direct access to public safety agencies via a 911 system and to provide funds to counties for certain costs associated with their 911 or E911 system; and

**WHEREAS**, Section 365.172, Florida Statutes, provides for the levy of a reasonable fee on users of voice communications services to establish and implement a comprehensive statewide emergency telecommunications number system to allow direct access to public safety agencies by accessing the telephone number "9-1-1;" and

**WHEREAS**, Section 365.172(2)(e), Florida Statutes, acknowledges the legislative intent that the E911 fee authorized and imposed does not necessarily provide the total funding required to accomplish these purposes; and

**WHEREAS**, Sections 365.172 and 365.173, Florida Statutes, establishes how E911 fees are collected in the State of Florida and redistributed to the appropriate counties to be used as specified; and

**WHEREAS**, Section 365.173(2)(d), Florida Statutes, establishes the COUNTY as the body charged with the appropriation of these funds; and

**WHEREAS**, the COUNTY and the AGENCY recognize the need and benefits to having and maintaining a single functional 9-1-1 network in several locations for emergency call handling and transfer as designated in the Florida Emergency Communications Number E911 State Plan, as may be amended from time to time (hereafter referred to as the "State E911 Plan"); and

**WHEREAS**, to accomplish this, the COUNTY desires to implement a 9-1-1 system in the AGENCY's Public Safety Answering Point (PSAP), also known as an Emergency Communications Center (ECC), which implementation includes the COUNTY's acquisition, installation and maintenance of select COUNTY systems and equipment, and which also may include an annual disbursement of funds to the AGENCY to offset permissible expenditures, and reimbursement of capital expenses for certain 9-1-1 related equipment purchased by the AGENCY, all to the extent permitted under Sections 365.171 and 365.172, Florida Statutes and the County budget adopted, or to be adopted, for the 9-1-1 system; and

**WHEREAS**, the COUNTY and AGENCY consider entering into and performing this Agreement to be in the best interest of their respective citizens and the health, safety, and welfare of such citizens;

Now, therefore, in consideration of the mutual promises contained herein, the COUNTY and AGENCY agree as follows:

**ARTICLE 1 - PURPOSE**

The purpose of this Agreement is set forth in the above recitals, and same are hereby incorporated herein by reference. This Agreement provides for the installation and maintenance of a 9-1-1 system as described in the Palm Beach County E911 Plan on file with the Florida Department of Management Services; establishes minimum performance standards and other related procedures; establishes a disbursement/reimbursement procedure; and defines responsibilities pertaining to the 9-1-1 Call Handling System as they relate to the parties hereto. The subjects addressed herein, and the responsibilities assigned are not all inclusive and it is anticipated that the Palm Beach County 9-1-1 system will require future revisions and modifications. As a result, this Agreement does not represent a limitation of 9-1-1 issues and may be amended by mutual written agreement of the parties.

**ARTICLE 2 -BAILMENT**

- a. The COUNTY hereby provides to the AGENCY, and the AGENCY hereby accepts possession of, the COUNTY 9-1-1 systems and equipment, including 9-1-1 Call Handling Equipment ("CHE"), identified on **Exhibit A** attached hereto and incorporated herein (hereinafter referred to as "COUNTY 9-1-1 Systems and Equipment"). Exhibit A may be updated and modified from time to time as agreed to in writing by the parties' Contract Monitors; and each party hereby authorizes its respective Contract Monitor to execute such modified Exhibit A on behalf of said party.
- b. This provision of the COUNTY 9-1-1 Systems and Equipment shall be considered a bailment for the mutual benefit of the COUNTY (bailor) and the AGENCY (bailee).



All COUNTY 9-1-1 Systems and Equipment provided by the COUNTY hereunder shall remain the property of the COUNTY, and the AGENCY shall use such COUNTY 9-1-1 Systems and Equipment only for the purposes contemplated by this Agreement.

**ARTICLE 3 - OBLIGATIONS OF THE COUNTY**

- a. The COUNTY, through the Department of Public Safety, Division of 9-1-1 Program Services, shall provide the COUNTY 9-1-1 Systems and Equipment to the AGENCY, which the AGENCY shall use for routing, delivery, and handling of 9-1-1 emergency calls.
- b. The COUNTY 9-1-1 system shall be a Next Generation 9-1-1 Emergency Services IP Network (ESINet) and Call Handling System (CHS), and is compliant with all standards required by the State E911 Plan.
- c. The COUNTY will provide on-demand language translation services; monitoring of the COUNTY 9-1-1 Systems and Equipment; PSAP data analytics; and call taker training to the AGENCY's 9-1-1 Public Safety Telecommunicators.
- d. The COUNTY shall provide for the installation of, as well as preventive monthly inspection (PMI), maintenance, upgrades, and emergency service for, the COUNTY 9-1-1 Systems and Equipment.
- e. The COUNTY will ensure all service technicians are fingerprint background checked and Criminal Justice Information Services (CJIS) certified, as required by the Florida Department of Law Enforcement (FDLE) for unescorted entry into secure/restricted areas within PSAPs.
- f. The COUNTY shall be responsible for maintaining a current Master Street Address Guide (MSAG).
- g. The COUNTY shall give priority, in the allocation of E911 fee revenue, to recurring operational expenses of the network and systems; updating and refreshing 9-1-1 equipment and technologies; and any other mandatory expenses.
- h. The COUNTY may provide for an equitable annual disbursement of any remaining E911 fee revenues, not previously encumbered, or of monies specifically designated by the COUNTY, to offset the AGENCY's cost of appropriate statutorily permissible expenditures under Section 365.172, Florida Statutes. Such disbursement, if any, will be calculated by the COUNTY pursuant to an equitable formula. The COUNTY will notify the AGENCY of the amount of any such disbursement on an annual basis.

#### **ARTICLE 4 – OBLIGATIONS OF THE AGENCY**

- a. The AGENCY shall provide security and back-up power, to include a UPS (uninterrupted power source) to the COUNTY 9-1-1 Systems and Equipment in accordance with the State E911 Plan.
- b. The AGENCY shall comply with appropriate cybersecurity protocols as stipulated by the COUNTY, specifically the Department of Public Safety, Division of 9-1-1 Program Services.
- c. The AGENCY shall provide a number of call takers sufficient to meet the requirements of section 5.3.1 of the State E911 Plan. Call takers must maintain current Florida Department of Health Public Safety Telecommunicators certification.
- d. The AGENCY shall promptly notify the COUNTY of any issue that impacts the delivery and answering of 9-1-1 calls. This may include equipment failures or damage and database failures or errors. The AGENCY shall be responsible for lost equipment or equipment damaged due to the AGENCY's negligence based on the value of such equipment at the time of loss or damage.
- e. The AGENCY shall notify the COUNTY of any service boundary, street name, building or unit number, or other addressing that has been changed within three (3) business days of the approval setting forth such changes.
- f. The AGENCY shall operate its PSAP in compliance, at minimum, with all standards established for PSAPs by the State E911 Plan.
- g. The parties acknowledge that the AGENCY's operation of its PSAP may require the AGENCY to procure capital equipment in addition to the COUNTY 9-1-1 Systems and Equipment provided by the COUNTY hereunder. The AGENCY may request from the COUNTY reimbursement of capital expenses relating to such purchase(s) of 9-1-1 related equipment authorized under Section 365.172(10), Florida Statutes; provided that the COUNTY's approval, in its sole discretion, has been obtained prior to the AGENCY's procurement of such equipment. The AGENCY shall be responsible for purchasing and acquiring the equipment, and then submitting for reimbursement to the COUNTY all documentation required by the Palm Beach County Clerk and Comptroller's Office. All requests for reimbursement will be made as soon as practical, but no later than August 31<sup>st</sup> of each fiscal year this Agreement is in effect.
- h. The AGENCY shall provide access to their COUNTY 9-1-1 Systems and Equipment to COUNTY designated service technicians for installation, preventive monthly inspection (PMI), maintenance, upgrades, and emergency service.
- i. The AGENCY will perform no self-service maintenance on COUNTY 9-1-1 Systems and Equipment. The AGENCY shall contact the COUNTY for all maintenance and repairs of the COUNTY 9-1-1 Systems and Equipment.

- j. The AGENCY shall return to the COUNTY all COUNTY 9-1-1 Systems and Equipment when in disrepair or no longer in use, and at the termination of this Agreement, for tracking and proper disposal.

**ARTICLE 5 – TERM AND TERMINATION**

The term of this Agreement, unless terminated as provided in this Article 5, is for a period of five (5) years commencing January 1, 2024, with three (3) one-year renewal options, under the same terms and conditions stated herein, upon written agreement of the parties.

The COUNTY reserves the right to terminate this Agreement for cause upon ninety (90) days' written notice to the AGENCY. The AGENCY may terminate this Agreement upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the AGENCY.

**ARTICLE 6 – CONTRACT MONITORS AND NOTICES**

The COUNTY's Contract Monitor shall be the Public Safety Department Director, whose telephone number is (561)712-6400. The AGENCY's Contract Monitor shall be the AGENCY's Manager, whose telephone number is (561) 799-4548.

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand with a receipt obtained, or by certified mail return receipt requested, or by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Public Safety Department Director  
20 South Military Trail  
West Palm Beach, FL 33415

With a copy to:

Dan Koenig, Senior Manager, PBC 9-1-1 Program Services  
20 South Military Trail  
West Palm Beach, FL 33415

and

Palm Beach County Attorney's Office  
301 North Olive Ave. – 6<sup>th</sup> Floor  
West Palm Beach, FL 33401

If sent to the AGENCY, notices shall be addressed to:

City of Palm Beach Gardens  
10500 N. Military Trail  
Palm Beach Gardens, Florida 33410  
Attn: City Manager  
With a copy to:

City of Palm Beach Gardens  
10500 N. Military Trail  
Palm Beach Gardens, Florida 33410  
Attn: City Attorney  
**ARTICLE 7 - LIABILITY**

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, the COUNTY shall indemnify, defend and hold harmless the AGENCY against any actions, claims or damages arising out of the COUNTY's negligence in connection with this Agreement, and the AGENCY shall indemnify, defend and hold harmless the COUNTY against any actions, claims or damages arising out of the AGENCY's negligence in connection with this Agreement, including its negligent use, care and/or possession of the COUNTY 9-1-1 Systems and Equipment provided hereunder. This provision does not constitute consent of either party to be sued by third parties and shall not be construed as a waiver of either party's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. Nor shall this provision be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

**ARTICLE 8 - WAIVER**

If either party shall waive any provisions of the Agreement or fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed a continuing waiver and shall never be construed as such; and such party shall thereafter have the right to insist upon the enforcement of such conditions or provisions.

**ARTICLE 9 - SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held by a court of competent jurisdiction to be

invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 10 - ENTIRETY OF AGREEMENT**

The COUNTY and the AGENCY agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto or as specifically provided for herein.

**ARTICLE 11 - AUDITS and PUBLIC RECORDS**

The AGENCY and the COUNTY shall maintain records relating to this Agreement and performance hereunder in accordance with Florida's public records laws and any other applicable laws, including any applicable confidentiality laws. At a minimum, the AGENCY and the COUNTY shall maintain such records for at least five (5) years after the termination of this Agreement. If any inquiry, investigation, audit or litigation is underway at any time during the five (5) year period, the AGENCY and the COUNTY shall continue to maintain and preserve the records until the resolution of the inquiry, investigation, audit or litigation. The COUNTY and the AGENCY shall have the right, upon reasonable request and during normal business hours, to inspect, examine or copy the other's records, and each party shall make such records available to the other party in Palm Beach County.

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's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in 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.

**ARTICLE 12 - NO AGENCY**

Nothing contained herein is intended to, nor shall create an agency relationship between the COUNTY and the AGENCY.

**ARTICLE 13 - EMPLOYEE FUNCTIONS**

No employee of the COUNTY or the AGENCY shall perform any function or service which is not within the employee's scope of duties as defined or determined by the employee's employer.

**ARTICLE 14 - RELATIONSHIP OF EMPLOYEES**

No employee, officer, or agent of either party shall, in connection with this Agreement or the performance of services and functions hereunder, have a right to or claim any pension, workers' compensation, unemployment compensation, civil service, or other employee rights, privileges, or benefits granted by operation of law or otherwise except through and against the entity by whom they are employed. No employee of either party shall be deemed the employee of the other, for any purpose, whatsoever. Neither party is authorized to make or enter into any contract, agreement, or warranty for or on behalf of the other, unless the parties to this Agreement have entered into a written agreement expressly authorizing such.

**ARTICLE 15 - ASSIGNMENT OF RIGHTS**

Neither party shall assign, transfer or convey, in whole or in part, its rights, duties, or obligations without the prior written consent of the other; however nothing contained herein shall be construed to prevent COUNTY, in its sole discretion, from using subcontractors to perform its obligations under this Agreement without obtaining consent.

**ARTICLE 16 - NONDISCRIMINATION**

In Resolution 2017-1770, the COUNTY expressed its commitment to assuring equal opportunity by not conducting business with nor appropriating funds to entities that discriminate as set forth therein. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AGENCY 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.

**ARTICLE 17 - ANNUAL APPROPRIATIONS**

Each party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder.

**ARTICLE 18 - REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**ARTICLE 19 - JOINT PREPARATION**

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely or as a matter of judicial constraint, be construed more severely against one of the parties than the other.

**ARTICLE 20 - CAPTIONS**

The captions and section headings appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

**ARTICLE 21 - DELEGATION OF DUTY**

This Agreement shall not in any way or manner whatsoever be deemed to constitute a transfer of powers or functions. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or municipal officers.

**ARTICLE 22 - SURVIVABILITY**

Any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

**ARTICLE 23 - 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 AGENCY.

**ARTICLE 24 - E-VERIFY - EMPLOYMENT ELIGIBILITY**

Each party warrants and represents that it is in compliance with Section 448.095, Florida Statutes, as may be amended. Each party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired employees. If either party has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, said party shall terminate this Agreement with the violating party.

**ARTICLE 25 - FORCE MAJEURE**

The COUNTY and/or the AGENCY shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any strike, lockout, civil commotion, war-like operation, natural disaster, invasion, rebellion, pandemic, military power, sabotage, government regulations or controls over which COUNTY or AGENCY, as applicable, has no amendatory powers, inability to obtain any material, utilities, service or financing, through Acts of God or other cause beyond the reasonable control of the COUNTY or AGENCY, as applicable. Furthermore, the COUNTY and the AGENCY specifically acknowledge that neither shall have any liability whatsoever for any damages or injuries due to a Force Majeure.

**ARTICLE 26 - TERMINATION OF PRIOR AGREEMENT**

The prior Agreement for the Enhancement and Maintenance of the E9-1-1 Emergency Telephone Number System, entered into between the parties in 1992, shall be automatically terminated upon the commencement of this Agreement.

-----Balance of page left intentionally blank-----



IN WITNESS WHEREOF, the COUNTY and the AGENCY have each caused this Agreement to be executed by its duly authorized official as of the date first set forth above.

**PALM BEACH COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS**

By:   
County Administrator or Designee

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

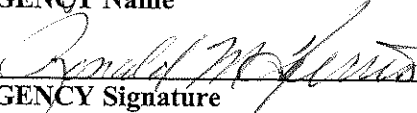
By:   
Assistant County Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
Department Director

**AGENCY:**

City of Palm Beach Gardens  
AGENCY Name

By:   
AGENCY Signature

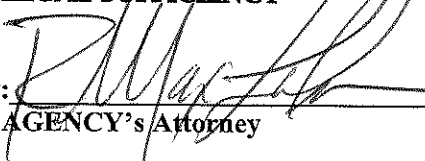
Ronald M. Ferris / City Manager  
Typed Name & Title

**ATTEST:**

By:   
AGENCY CLERK Signature

Patricia Snider, City Clerk  
AGENCY CLERK Name & Title

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By:   
AGENCY's Attorney

(corp. seal)

PSAP: Palm Beach Gardens Police Department

**Back Room**

HP Proliant G8 DL160 SE SERVER	4
Cisco 48-port Switch	2
4 ft IT Cabinet	1
Color Laser Printer	1

**Workstations**

Intrado A9C Call Handling Appliance	15
22" Touchscreen Monitor	15
22" Monitor	15
Genovation Keypad	15
Keyboard	15
Mouse	15

**AGREEMENT FOR THE  
INSTALLATION, OPERATION AND MAINTENANCE OF  
THE 9-1-1 EMERGENCY CALL HANDLING SYSTEM**

**THIS AGREEMENT** ("the Agreement") is made as of the 7<sup>th</sup> day of February, 2024 by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as "COUNTY"), and the Village of Palm Springs, a municipal corporation or agency of the State of Florida (herein referred to as "AGENCY").

**WITNESSETH**

**WHEREAS**, the Florida Legislature enacted the Emergency Communications Number E911 Act, Section 365.172, Florida Statutes, for the purpose of establishing and implementing a comprehensive statewide emergency telecommunications number system that will provide users of voice communications services with rapid direct access to public safety agencies via a 911 system and to provide funds to counties for certain costs associated with their 911 or E911 system; and

**WHEREAS**, Section 365.172, Florida Statutes, provides for the levy of a reasonable fee on users of voice communications services to establish and implement a comprehensive statewide emergency telecommunications number system to allow direct access to public safety agencies by accessing the telephone number "9-1-1;" and

**WHEREAS**, Section 365.172(2)(e), Florida Statutes, acknowledges the legislative intent that the E911 fee authorized and imposed does not necessarily provide the total funding required to accomplish these purposes; and

**WHEREAS**, Sections 365.172 and 365.173, Florida Statutes, establishes how E911 fees are collected in the State of Florida and redistributed to the appropriate counties to be used as specified; and

**WHEREAS**, Section 365.173(2)(d), Florida Statutes, establishes the COUNTY as the body charged with the appropriation of these funds; and

**WHEREAS**, the COUNTY and the AGENCY recognize the need and benefits to having and maintaining a single functional 9-1-1 network in several locations for emergency call handling and transfer as designated in the Florida Emergency Communications Number E911 State Plan, as may be amended from time to time (hereafter referred to as the "State E911 Plan"); and

**WHEREAS**, to accomplish this, the COUNTY desires to implement a 9-1-1 system in the AGENCY's Public Safety Answering Point (PSAP), also known as an Emergency Communications Center (ECC), which implementation includes the COUNTY's acquisition, installation and maintenance of select COUNTY systems and equipment, and which also may include an annual disbursement of funds to the AGENCY to offset permissible expenditures, and reimbursement of capital expenses for certain 9-1-1 related equipment purchased by the AGENCY, all to the extent permitted under Sections 365.171 and 365.172, Florida Statutes and the County budget adopted, or to be adopted, for the 9-1-1 system; and

**WHEREAS**, the COUNTY and AGENCY consider entering into and performing this Agreement to be in the best interest of their respective citizens and the health, safety, and welfare of such citizens;

Now, therefore, in consideration of the mutual promises contained herein, the COUNTY and AGENCY agree as follows:

**ARTICLE 1 - PURPOSE.**

The purpose of this Agreement is set forth in the above recitals, and same are hereby incorporated herein by reference. This Agreement provides for the installation and maintenance of a 9-1-1 system as described in the Palm Beach County E911 Plan on file with the Florida Department of Management Services; establishes minimum performance standards and other related procedures; establishes a disbursement/reimbursement procedure; and defines responsibilities pertaining to the 9-1-1 Call Handling System as they relate to the parties hereto. The subjects addressed herein, and the responsibilities assigned are not all inclusive and it is anticipated that the Palm Beach County 9-1-1 system will require future revisions and modifications. As a result, this Agreement does not represent a limitation of 9-1-1 issues and may be amended by mutual written agreement of the parties.

**ARTICLE 2 - BAILMENT.**

- a. The COUNTY hereby provides to the AGENCY, and the AGENCY hereby accepts possession of, the COUNTY 9-1-1 systems and equipment, including 9-1-1 Call Handling Equipment ("CHE"), identified on **Exhibit A** attached hereto and incorporated herein (hereinafter referred to as "COUNTY 9-1-1 Systems and Equipment"). Exhibit A may be updated and modified from time to time as agreed to in writing by the parties' Contract Monitors; and each party hereby authorizes its respective Contract Monitor to execute such modified Exhibit A on behalf of said party.
- b. This provision of the COUNTY 9-1-1 Systems and Equipment shall be considered a bailment for the mutual benefit of the COUNTY (bailor) and the AGENCY (bailee).

All COUNTY 9-1-1 Systems and Equipment provided by the COUNTY hereunder shall remain the property of the COUNTY, and the AGENCY shall use such COUNTY 9-1-1 Systems and Equipment only for the purposes contemplated by this Agreement.

**ARTICLE 3 - OBLIGATIONS OF THE COUNTY**

- a. The COUNTY, through the Department of Public Safety, Division of 9-1-1 Program Services, shall provide the COUNTY 9-1-1 Systems and Equipment to the AGENCY, which the AGENCY shall use for routing, delivery, and handling of 9-1-1 emergency calls.
- b. The COUNTY 9-1-1 system shall be a Next Generation 9-1-1 Emergency Services IP Network (ESINet) and Call Handling System (CHS), and is compliant with all standards required by the State E911 Plan.
- c. The COUNTY will provide on-demand language translation services; monitoring of the COUNTY 9-1-1 Systems and Equipment; PSAP data analytics; and call taker training to the AGENCY's 9-1-1 Public Safety Telecommunicators.
- d. The COUNTY shall provide for the installation of, as well as preventive monthly inspection (PMI), maintenance, upgrades, and emergency service for, the COUNTY 9-1-1 Systems and Equipment.
- e. The COUNTY will ensure all service technicians are fingerprint background checked and Criminal Justice Information Services (CJIS) certified, as required by the Florida Department of Law Enforcement (FDLE) for unescorted entry into secure/restricted areas within PSAPs.
- f. The COUNTY shall be responsible for maintaining a current Master Street Address Guide (MSAG).
- g. The COUNTY shall give priority, in the allocation of E911 fee revenue, to recurring operational expenses of the network and systems; updating and refreshing 9-1-1 equipment and technologies; and any other mandatory expenses.
- h. The COUNTY may provide for an equitable annual disbursement of any remaining E911 fee revenues, not previously encumbered, or of monies specifically designated by the COUNTY, to offset the AGENCY's cost of appropriate statutorily permissible expenditures under Section 365.172, Florida Statutes. Such disbursement, if any, will be calculated by the COUNTY pursuant to an equitable formula. The COUNTY will notify the AGENCY of the amount of any such disbursement on an annual basis.

#### **ARTICLE 4 – OBLIGATIONS OF THE AGENCY**

- a. The AGENCY shall provide security and back-up power, to include a UPS (uninterrupted power source) to the COUNTY 9-1-1 Systems and Equipment in accordance with the State E911 Plan.
- b. The AGENCY shall comply with appropriate cybersecurity protocols as stipulated by the COUNTY, specifically the Department of Public Safety, Division of 9-1-1 Program Services.
- c. The AGENCY shall provide a number of call takers sufficient to meet the requirements of section 5.3.1 of the State E911 Plan. Call takers must maintain current Florida Department of Health Public Safety Telecommunicators certification.
- d. The AGENCY shall promptly notify the COUNTY of any issue that impacts the delivery and answering of 9-1-1 calls. This may include equipment failures or damage and database failures or errors. The AGENCY shall be responsible for lost equipment or equipment damaged due to the AGENCY's negligence based on the value of such equipment at the time of loss or damage.
- e. The AGENCY shall notify the COUNTY of any service boundary, street name, building or unit number, or other addressing that has been changed within three (3) business days of the approval setting forth such changes.
- f. The AGENCY shall operate its PSAP in compliance, at minimum, with all standards established for PSAPs by the State E911 Plan.
- g. The parties acknowledge that the AGENCY's operation of its PSAP may require the AGENCY to procure capital equipment in addition to the COUNTY 9-1-1 Systems and Equipment provided by the COUNTY hereunder. The AGENCY may request from the COUNTY reimbursement of capital expenses relating to such purchase(s) of 9-1-1 related equipment authorized under Section 365.172(10), Florida Statutes; provided that the COUNTY's approval, in its sole discretion, has been obtained prior to the AGENCY's procurement of such equipment. The AGENCY shall be responsible for purchasing and acquiring the equipment, and then submitting for reimbursement to the COUNTY all documentation required by the Palm Beach County Clerk and Comptroller's Office. All requests for reimbursement will be made as soon as practical, but no later than August 31<sup>st</sup> of each fiscal year this Agreement is in effect.
- h. The AGENCY shall provide access to their COUNTY 9-1-1 Systems and Equipment to COUNTY designated service technicians for installation, preventive monthly inspection (PMI), maintenance, upgrades, and emergency service.
- i. The AGENCY will perform no self-service maintenance on COUNTY 9-1-1 Systems and Equipment. The AGENCY shall contact the COUNTY for all maintenance and repairs of the COUNTY 9-1-1 Systems and Equipment.

- j. The AGENCY shall return to the COUNTY all COUNTY 9-1-1 Systems and Equipment when in disrepair or no longer in use, and at the termination of this Agreement, for tracking and proper disposal.

#### **ARTICLE 5 - TERM AND TERMINATION**

The term of this Agreement, unless terminated as provided in this Article 5, is for a period of five (5) years commencing January 1, 2024, with three (3) one-year renewal options, under the same terms and conditions stated herein, upon written agreement of the parties.

The COUNTY reserves the right to terminate this Agreement for cause upon ninety (90) days' written notice to the AGENCY. The AGENCY may terminate this Agreement upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the AGENCY.

#### **ARTICLE 6 - CONTRACT MONITORS AND NOTICES**

The COUNTY's Contract Monitor shall be the Public Safety Department Director, whose telephone number is (561)712-6400. The AGENCY's Contract Monitor shall be the AGENCY's Manager, whose telephone number is (561) 584-8300 .

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand with a receipt obtained, or by certified mail return receipt requested, or by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Public Safety Department Director  
20 South Military Trail  
West Palm Beach, FL 33415

With a copy to:

Dan Koenig, Senior Manager, PBC 9-1-1 Program Services  
20 South Military Trail  
West Palm Beach, FL 33415

and

Palm Beach County Attorney's Office  
301 North Olive Ave. - 6<sup>th</sup> Floor  
West Palm Beach, FL 33401

If sent to the AGENCY, notices shall be addressed to:

Chief of Police, Village of Palm Springs

230 Cypress Lane

Palm Springs, FL 33461

With a copy to:

Clerk's Office, Village of Palm Springs

230 Cypress Lane

Palm Springs, FL 33461

**ARTICLE 7 - LIABILITY**

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, the COUNTY shall indemnify, defend and hold harmless the AGENCY against any actions, claims or damages arising out of the COUNTY's negligence in connection with this Agreement, and the AGENCY shall indemnify, defend and hold harmless the COUNTY against any actions, claims or damages arising out of the AGENCY's negligence in connection with this Agreement, including its negligent use, care and/or possession of the COUNTY 9-1-1 Systems and Equipment provided hereunder. This provision does not constitute consent of either party to be sued by third parties and shall not be construed as a waiver of either party's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. Nor shall this provision be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

**ARTICLE 8 - WAIVER**

If either party shall waive any provisions of the Agreement or fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed a continuing waiver and shall never be construed as such; and such party shall thereafter have the right to insist upon the enforcement of such conditions or provisions.

**ARTICLE 9 - SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held by a court of competent jurisdiction to be



invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 10 - ENTIRETY OF AGREEMENT**

The COUNTY and the AGENCY agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto or as specifically provided for herein.

**ARTICLE 11 - AUDITS and PUBLIC RECORDS**

The AGENCY and the COUNTY shall maintain records relating to this Agreement and performance hereunder in accordance with Florida's public records laws and any other applicable laws, including any applicable confidentiality laws. At a minimum, the AGENCY and the COUNTY shall maintain such records for at least five (5) years after the termination of this Agreement. If any inquiry, investigation, audit or litigation is underway at any time during the five (5) year period, the AGENCY and the COUNTY shall continue to maintain and preserve the records until the resolution of the inquiry, investigation, audit or litigation. The COUNTY and the AGENCY shall have the right, upon reasonable request and during normal business hours, to inspect, examine or copy the other's records, and each party shall make such records available to the other party in Palm Beach County.

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's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in 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.

**ARTICLE 12 - NO AGENCY**

Nothing contained herein is intended to, nor shall create an agency relationship between the COUNTY and the AGENCY.

**ARTICLE 13 - EMPLOYEE FUNCTIONS**

No employee of the COUNTY or the AGENCY shall perform any function or service which is not within the employee's scope of duties as defined or determined by the employee's employer.

**ARTICLE 14 - RELATIONSHIP OF EMPLOYEES**

No employee, officer, or agent of either party shall, in connection with this Agreement or the performance of services and functions hereunder, have a right to or claim any pension, workers' compensation, unemployment compensation, civil service, or other employee rights, privileges, or benefits granted by operation of law or otherwise except through and against the entity by whom they are employed. No employee of either party shall be deemed the employee of the other, for any purpose, whatsoever. Neither party is authorized to make or enter into any contract, agreement, or warranty for or on behalf of the other, unless the parties to this Agreement have entered into a written agreement expressly authorizing such.

**ARTICLE 15 - ASSIGNMENT OF RIGHTS**

Neither party shall assign, transfer or convey, in whole or in part, its rights, duties, or obligations without the prior written consent of the other; however nothing contained herein shall be construed to prevent COUNTY, in its sole discretion, from using subcontractors to perform its obligations under this Agreement without obtaining consent.

**ARTICLE 16 - NONDISCRIMINATION**

In Resolution 2017-1770, the COUNTY expressed its commitment to assuring equal opportunity by not conducting business with nor appropriating funds to entities that discriminate as set forth therein. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AGENCY 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.

**ARTICLE 17 - ANNUAL APPROPRIATIONS**

Each party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder.

**ARTICLE 18 - REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**ARTICLE 19 - JOINT PREPARATION**

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely or as a matter of judicial constraint, be construed more severely against one of the parties than the other.

**ARTICLE 20 - CAPTIONS**

The captions and section headings appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

**ARTICLE 21 - DELEGATION OF DUTY**

This Agreement shall not in any way or manner whatsoever be deemed to constitute a transfer of powers or functions. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or municipal officers.

**ARTICLE 22 - SURVIVABILITY**

Any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

**ARTICLE 23 - 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 AGENCY.

**ARTICLE 24 - E-VERIFY - EMPLOYMENT ELIGIBILITY**

Each party warrants and represents that it is in compliance with Section 448.095, Florida Statutes, as may be amended. Each party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired employees. If either party has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, said party shall terminate this Agreement with the violating party.

**ARTICLE 25 - FORCE MAJEURE**

The COUNTY and/or the AGENCY shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any strike, lockout, civil commotion, war-like operation, natural disaster, invasion, rebellion, pandemic, military power, sabotage, government regulations or controls over which COUNTY or AGENCY, as applicable, has no amendatory powers, inability to obtain any material, utilities, service or financing, through Acts of God or other cause beyond the reasonable control of the COUNTY or AGENCY, as applicable. Furthermore, the COUNTY and the AGENCY specifically acknowledge that neither shall have any liability whatsoever for any damages or injuries due to a Force Majeure.

**ARTICLE 26 - TERMINATION OF PRIOR AGREEMENT**

The prior Agreement for the Enhancement and Maintenance of the E9-1-1 Emergency Telephone Number System, entered into between the parties in 1992, shall be automatically terminated upon the commencement of this Agreement.

-----Balance of page left intentionally blank-----

IN WITNESS WHEREOF, the COUNTY and the AGENCY have each caused this Agreement to be executed by its duly authorized official as of the date first set forth above.

**PALM BEACH COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS**

By:   
County Administrator or Designee

**AGENCY:**

**VILLAGE OF PALM SPRINGS**

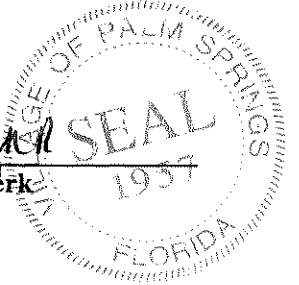
By:   
Michael Bornstein, Village Manager

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:   
Assistant County Attorney

**ATTEST:**


By:   
Kimberly Wynn, Village Clerk



**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
Department Director

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By:   
Susan M. Garrett, Village Attorney

PSAP: Palm Springs Police Department

**Back Room**

HP Proliant G8 DL160 SE SERVER	4
Cisco 24-port Switch	2
Analog Interface Module - AIMS card	1
4 ft IT Cabinet	1
Color Laser Printer	1

**Workstations**

Intrado A9C Call Handling Appliance	3
22" Touchscreen Monitor	3
22" Monitor	3
Genovation Keypad	3
Keyboard	3
Mouse	3

**AGREEMENT FOR THE  
INSTALLATION, OPERATION AND MAINTENANCE OF  
THE 9-1-1 EMERGENCY CALL HANDLING SYSTEM**

**THIS AGREEMENT** ("the Agreement") is made as of the 7<sup>th</sup> day of February 2024, by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as "COUNTY"), and the City of Riviera Beach-----, a municipal corporation or agency of the State of Florida (herein referred to as "AGENCY").

**WITNESSETH**

**WHEREAS**, the Florida Legislature enacted the Emergency Communications Number E911 Act, Section 365.172, Florida Statutes, for the purpose of establishing and implementing a comprehensive statewide emergency telecommunications number system that will provide users of voice communications services with rapid direct access to public safety agencies via a 911 system and to provide funds to counties for certain costs associated with their 911 or E911 system; and

**WHEREAS**, Section 365.172, Florida Statutes, provides for the levy of a reasonable fee on users of voice communications services to establish and implement a comprehensive statewide emergency telecommunications number system to allow direct access to public safety agencies by accessing the telephone number "9-1-1;" and

**WHEREAS**, Section 365.172(2)(e), Florida Statutes, acknowledges the legislative intent that the E911 fee authorized and imposed does not necessarily provide the total funding required to accomplish these purposes; and

**WHEREAS**, Sections 365.172 and 365.173, Florida Statutes, establishes how E911 fees are collected in the State of Florida and redistributed to the appropriate counties to be used as specified; and

**WHEREAS**, Section 365.173(2)(d), Florida Statutes, establishes the COUNTY as the body charged with the appropriation of these funds; and

**WHEREAS**, the COUNTY and the AGENCY recognize the need and benefits to having and maintaining a single functional 9-1-1 network in several locations for emergency call handling and transfer as designated in the Florida Emergency Communications Number E911 State Plan, as may be amended from time to time (hereafter referred to as the "State E911 Plan"); and

**WHEREAS**, to accomplish this, the COUNTY desires to implement a 9-1-1 system in the AGENCY's Public Safety Answering Point (PSAP), also known as an Emergency Communications Center (ECC), which implementation includes the COUNTY's acquisition, installation and maintenance of select COUNTY systems and equipment, and which also may include an annual disbursement of funds to the AGENCY to offset permissible expenditures, and reimbursement of capital expenses for certain 9-1-1 related equipment purchased by the AGENCY, all to the extent permitted under Sections 365.171 and 365.172, Florida Statutes and the County budget adopted, or to be adopted, for the 9-1-1 system; and

**WHEREAS**, the COUNTY and AGENCY consider entering into and performing this Agreement to be in the best interest of their respective citizens and the health, safety, and welfare of such citizens;

Now, therefore, in consideration of the mutual promises contained herein, the COUNTY and AGENCY agree as follows:

**ARTICLE 1 - PURPOSE**

The purpose of this Agreement is set forth in the above recitals, and same are hereby incorporated herein by reference. This Agreement provides for the installation and maintenance of a 9-1-1 system as described in the Palm Beach County E911 Plan on file with the Florida Department of Management Services; establishes minimum performance standards and other related procedures; establishes a disbursement/reimbursement procedure; and defines responsibilities pertaining to the 9-1-1 Call Handling System as they relate to the parties hereto. The subjects addressed herein, and the responsibilities assigned are not all inclusive and it is anticipated that the Palm Beach County 9-1-1 system will require future revisions and modifications. As a result, this Agreement does not represent a limitation of 9-1-1 issues and may be amended by mutual written agreement of the parties.

**ARTICLE 2 - BAILMENT**

- a. The COUNTY hereby provides to the AGENCY, and the AGENCY hereby accepts possession of, the COUNTY 9-1-1 systems and equipment, including 9-1-1 Call Handling Equipment ("CHE"), identified on **Exhibit A** attached hereto and incorporated herein (hereinafter referred to as "COUNTY 9-1-1 Systems and Equipment"). Exhibit A may be updated and modified from time to time as agreed to in writing by the parties' Contract Monitors; and each party hereby authorizes its respective Contract Monitor to execute such modified Exhibit A on behalf of said party.
- b. This provision of the COUNTY 9-1-1 Systems and Equipment shall be considered a bailment for the mutual benefit of the COUNTY (bailor) and the AGENCY (bailee).



All COUNTY 9-1-1 Systems and Equipment provided by the COUNTY hereunder shall remain the property of the COUNTY, and the AGENCY shall use such COUNTY 9-1-1 Systems and Equipment only for the purposes contemplated by this Agreement.

**ARTICLE 3 - OBLIGATIONS OF THE COUNTY**

- a. The COUNTY, through the Department of Public Safety, Division of 9-1-1 Program Services, shall provide the COUNTY 9-1-1 Systems and Equipment to the AGENCY, which the AGENCY shall use for routing, delivery, and handling of 9-1-1 emergency calls.
- b. The COUNTY 9-1-1 system shall be a Next Generation 9-1-1 Emergency Services IP Network (ESINet) and Call Handling System (CHS), and is compliant with all standards required by the State E911 Plan.
- c. The COUNTY will provide on-demand language translation services; monitoring of the COUNTY 9-1-1 Systems and Equipment; PSAP data analytics; and call taker training to the AGENCY's 9-1-1 Public Safety Telecommunicators.
- d. The COUNTY shall provide for the installation of, as well as preventive monthly inspection (PMI), maintenance, upgrades, and emergency service for, the COUNTY 9-1-1 Systems and Equipment.
- e. The COUNTY will ensure all service technicians are fingerprint background checked and Criminal Justice Information Services (CJIS) certified, as required by the Florida Department of Law Enforcement (FDLE) for unescorted entry into secure/restricted areas within PSAPs.
- f. The COUNTY shall be responsible for maintaining a current Master Street Address Guide (MSAG).
- g. The COUNTY shall give priority, in the allocation of E911 fee revenue, to recurring operational expenses of the network and systems; updating and refreshing 9-1-1 equipment and technologies; and any other mandatory expenses.
- h. The COUNTY may provide for an equitable annual disbursement of any remaining E911 fee revenues, not previously encumbered, or of monies specifically designated by the COUNTY, to offset the AGENCY's cost of appropriate statutorily permissible expenditures under Section 365.172, Florida Statutes. Such disbursement, if any, will be calculated by the COUNTY pursuant to an equitable formula. The COUNTY will notify the AGENCY of the amount of any such disbursement on an annual basis.

#### **ARTICLE 4 - OBLIGATIONS OF THE AGENCY**

- a. The AGENCY shall provide security and back-up power, to include a UPS (uninterrupted power source) to the COUNTY 9-1-1 Systems and Equipment in accordance with the State E911 Plan.
- b. The AGENCY shall comply with appropriate cybersecurity protocols as stipulated by the COUNTY, specifically the Department of Public Safety, Division of 9-1-1 Program Services.
- c. The AGENCY shall provide a number of call takers sufficient to meet the requirements of section 5.3.1 of the State E911 Plan. Call takers must maintain current Florida Department of Health Public Safety Telecommunicators certification.
- d. The AGENCY shall promptly notify the COUNTY of any issue that impacts the delivery and answering of 9-1-1 calls. This may include equipment failures or damage and database failures or errors. The AGENCY shall be responsible for lost equipment or equipment damaged due to the AGENCY's negligence based on the value of such equipment at the time of loss or damage.
- e. The AGENCY shall notify the COUNTY of any service boundary, street name, building or unit number, or other addressing that has been changed within three (3) business days of the approval setting forth such changes.
- f. The AGENCY shall operate its PSAP in compliance, at minimum, with all standards established for PSAPs by the State E911 Plan.
- g. The parties acknowledge that the AGENCY's operation of its PSAP may require the AGENCY to procure capital equipment in addition to the COUNTY 9-1-1 Systems and Equipment provided by the COUNTY hereunder. The AGENCY may request from the COUNTY reimbursement of capital expenses relating to such purchase(s) of 9-1-1 related equipment authorized under Section 365.172(10), Florida Statutes; provided that the COUNTY's approval, in its sole discretion, has been obtained prior to the AGENCY's procurement of such equipment. The AGENCY shall be responsible for purchasing and acquiring the equipment, and then submitting for reimbursement to the COUNTY all documentation required by the Palm Beach County Clerk and Comptroller's Office. All requests for reimbursement will be made as soon as practical, but no later than August 31<sup>st</sup> of each fiscal year this Agreement is in effect.
- h. The AGENCY shall provide access to their COUNTY 9-1-1 Systems and Equipment to COUNTY designated service technicians for installation, preventive monthly inspection (PMI), maintenance, upgrades, and emergency service.
- i. The AGENCY will perform no self-service maintenance on COUNTY 9-1-1 Systems and Equipment. The AGENCY shall contact the COUNTY for all maintenance and repairs of the COUNTY 9-1-1 Systems and Equipment.

- j. The AGENCY shall return to the COUNTY all COUNTY 9-1-1 Systems and Equipment when in disrepair or no longer in use, and at the termination of this Agreement, for tracking and proper disposal.

**ARTICLE 5 - TERM AND TERMINATION**

The term of this Agreement, unless terminated as provided in this Article 5, is for a period of five (5) years commencing January 1, 2024, with three (3) one-year renewal options, under the same terms and conditions stated herein, upon written agreement of the parties.

The COUNTY reserves the right to terminate this Agreement for cause upon ninety (90) days' written notice to the AGENCY. The AGENCY may terminate this Agreement upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the AGENCY.

**ARTICLE 6 - CONTRACT MONITORS AND NOTICES**

The COUNTY's Contract Monitor shall be the Public Safety Department Director, whose telephone number is (561)712-6400. The AGENCY's Contract Monitor shall be the AGENCY's Manager, whose telephone number is (561) 845-4153.

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Public Safety Department Director  
20 South Military Trail  
West Palm Beach, FL 33415

With a copy to:

Dan Koenig, Senior Manager, PBC 9-1-1 Program Services  
20 South Military Trail  
West Palm Beach, FL 33415

and

Palm Beach County Attorney's Office  
301 North Olive Ave. - 6<sup>th</sup> Floor  
West Palm Beach, FL 33401

If sent to the AGENCY, notices shall be addressed to:

**City Manager**

**1481 West 15th Street**

**Riviera Beach, FL 33404**

With a copy to:

**Police Chief**

**2051 Dr. Martin Luther King Jr. Blvd**

**Riviera Beach, FL 33404**

**ARTICLE 7 - LIABILITY**

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, the COUNTY shall indemnify, defend and hold harmless the AGENCY against any actions, claims or damages arising out of the COUNTY's negligence in connection with this Agreement, and the AGENCY shall indemnify, defend and hold harmless the COUNTY against any actions, claims or damages arising out of the AGENCY's negligence in connection with this Agreement, including its negligent use, care and/or possession of the COUNTY 9-1-1 Systems and Equipment provided hereunder. This provision does not constitute consent of either party to be sued by third parties and shall not be construed as a waiver of either party's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. Nor shall this provision be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

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If either party shall waive any provisions of the Agreement or fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed a continuing waiver and shall never be construed as such; and such party shall thereafter have the right to insist upon the enforcement of such conditions or provisions.

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If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held by a court of competent jurisdiction to be

invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

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The COUNTY and the AGENCY agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto or as specifically provided for herein.

#### **ARTICLE 11 - AUDITS and PUBLIC RECORDS**

The AGENCY and the COUNTY shall maintain records relating to this Agreement and performance hereunder in accordance with Florida's public records laws and any other applicable laws, including any applicable confidentiality laws. At a minimum, the AGENCY and the COUNTY shall maintain such records for at least five (5) years after the termination of this Agreement. If any inquiry, investigation, audit or litigation is underway at any time during the five (5) year period, the AGENCY and the COUNTY shall continue to maintain and preserve the records until the resolution of the inquiry, investigation, audit or litigation. The COUNTY and the AGENCY shall have the right, upon reasonable request and during normal business hours, to inspect, examine or copy the other's records, and each party shall make such records available to the other party in Palm Beach County.

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**ARTICLE 14 - RELATIONSHIP OF EMPLOYEES**

No employee, officer, or agent of either party shall, in connection with this Agreement or the performance of services and functions hereunder, have a right to or claim any pension, workers' compensation, unemployment compensation, civil service, or other employee rights, privileges, or benefits granted by operation of law or otherwise except through and against the entity by whom they are employed. No employee of either party shall be deemed the employee of the other, for any purpose, whatsoever. Neither party is authorized to make or enter into any contract, agreement, or warranty for or on behalf of the other, unless the parties to this Agreement have entered into a written agreement expressly authorizing such.

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Neither party shall assign, transfer or convey, in whole or in part, its rights, duties, or obligations without the prior written consent of the other; however nothing contained herein shall be construed to prevent COUNTY, in its sole discretion, from using subcontractors to perform its obligations under this Agreement without obtaining consent.

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**ARTICLE 17 - ANNUAL APPROPRIATIONS**

Each party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder.

**ARTICLE 18 - REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely or as a matter of judicial constraint, be construed more severely against one of the parties than the other.

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The COUNTY and/or the AGENCY shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any strike, lockout, civil commotion, war-like operation, natural disaster, invasion, rebellion, pandemic, military power, sabotage, government regulations or controls over which COUNTY or AGENCY, as applicable, has no amendatory powers, inability to obtain any material, utilities, service or financing, through Acts of God or other cause beyond the reasonable control of the COUNTY or AGENCY, as applicable. Furthermore, the COUNTY and the AGENCY specifically acknowledge that neither shall have any liability whatsoever for any damages or injuries due to a Force Majeure.

**ARTICLE 26 - TERMINATION OF PRIOR AGREEMENT**

The prior Agreement for the Enhancement and Maintenance of the E9-1-1 Emergency Telephone Number System, entered into between the parties in 1992, shall be automatically terminated upon the commencement of this Agreement.

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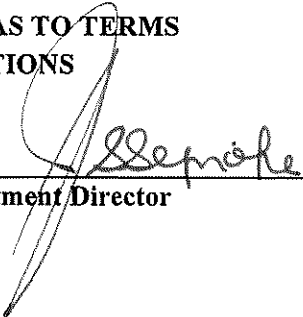
**PALM BEACH COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS**

By:   
County Administrator or Designee

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:   
Assistant County Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

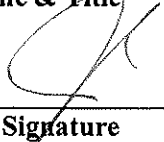
By:   
Department Director

**AGENCY:**

City of Riviera Beach  
AGENCY Name

By:   
AGENCY Signature

Jonathan E. Evans, City Manager, MPA, MBA, ICMA-CM  
Typed Name & Title

By:   
AGENCY Signature

Joshua Lewis, Interim Police Chief  
AGENCY Name & Title

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By:   
AGENCY's Attorney

(corp. seal)

PBC 911 Program Services  
County 9-1-1 Systems and Equipment

Exhibit A

PSAP: Riviera Beach Police Department

**Back Room**

HP Proliant G8 DL160 SE SERVER	4
Cisco 48-port Switch	2
Analog Interface Module - AIMS card	3
4 ft IT Cabinet	1
Color Laser Printer	1

**Workstations**

Intrado A9C Call Handling Appliance	3
22" Touchscreen Monitor	3
22" Monitor	3
Genovation Keypad	3
Keyboard	3
Mouse	3

**AGREEMENT FOR THE  
INSTALLATION, OPERATION AND MAINTENANCE OF  
THE 9-1-1 EMERGENCY CALL HANDLING SYSTEM**

WPB No . 29835

**THIS AGREEMENT** ("the Agreement") is made as of the 7<sup>th</sup> day of February, 2024, by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as "COUNTY"), and the City of West Palm Beach, a municipal corporation of the State of Florida (herein referred to as "MUNICIPALITY").

**WITNESSETH**

**WHEREAS**, the Florida Legislature enacted the Emergency Communications Number E911 Act, Section 365.172, Florida Statutes, for the purpose of establishing and implementing a comprehensive statewide emergency telecommunications number system that will provide users of voice communications services with rapid direct access to public safety agencies via a 911 system and to provide funds to counties for certain costs associated with their 911 or E911 system; and

**WHEREAS**, Section 365.172, Florida Statutes, provides for the levy of a reasonable fee on users of voice communications services to establish and implement a comprehensive statewide emergency telecommunications number system to allow direct access to public safety agencies by accessing the telephone number "9-1-1," and

**WHEREAS**, Section 365.172(2)(e), Florida Statutes, acknowledges the legislative intent that the E911 fee authorized and imposed does not necessarily provide the total funding required to accomplish these purposes; and

**WHEREAS**, Sections 365.172 and 365.173, Florida Statutes, establishes how E911 fees are collected in the State of Florida and redistributed to the appropriate counties to be used as specified; and

**WHEREAS**, Section 365.173(2)(d), Florida Statutes, establishes the COUNTY as the body charged with the appropriation of these funds; and

**WHEREAS**, the COUNTY and the MUNICIPALITY recognize the need and benefits to having and maintaining a single functional 9-1-1 network in several locations for emergency call handling and transfer as designated in the Florida Emergency Communications Number E911 State Plan, as may be amended from time to time (hereafter referred to as the "State E911 Plan"); and

**WHEREAS**, to accomplish this, the COUNTY desires to implement a 9-1-1 system in the MUNICIPALITY's Public Safety Answering Point (PSAP), also known as an Emergency Communications Center (ECC), which implementation includes the COUNTY's acquisition, installation and maintenance of select COUNTY systems and equipment, and which also may include an annual disbursement of funds to the MUNICIPALITY to offset permissible expenditures, and reimbursement of capital expenses for certain 9-1-1 related equipment purchased by the MUNICIPALITY, all to the extent permitted under Sections 365.171 and 365.172, Florida Statutes and the County budget adopted, or to be adopted, for the 9-1-1 system; and

**WHEREAS**, the COUNTY and MUNICIPALITY consider entering into and performing this Agreement to be in the best interest of their respective citizens and the health, safety, and welfare of such citizens;

Now, therefore, in consideration of the mutual promises contained herein, the COUNTY and MUNICIPALITY agree as follows:

**ARTICLE 1 - PURPOSE**

The purpose of this Agreement is set forth in the above recitals, and same are hereby incorporated herein by reference. This Agreement provides for the installation and maintenance of a 9-1-1 system as described in the Palm Beach County E911 Plan on file with the Florida Department of Management Services; establishes minimum performance standards and other related procedures; establishes a disbursement/reimbursement procedure; and defines responsibilities pertaining to the 9-1-1 Call Handling System as they relate to the parties hereto. The subjects addressed herein, and the responsibilities assigned are not all inclusive and it is anticipated that the Palm Beach County 9-1-1 system will require future revisions and modifications. As a result, this Agreement does not represent a limitation of 9-1-1 issues and may be amended by mutual written agreement of the parties.

**ARTICLE 2 -BAILMENT**

- a. The COUNTY hereby provides to the MUNICIPALITY, and the MUNICIPALITY hereby accepts possession of, the COUNTY 9-1-1 systems and equipment, including 9-1-1 Call Handling Equipment ("CHE"), identified on **Exhibit A** attached hereto and incorporated herein (hereinafter referred to as "COUNTY 9-1-1 Systems and Equipment"). Exhibit A may be updated and modified from time to time as agreed to in writing by the parties' Contract Monitors; and each party hereby authorizes its respective Contract Monitor to execute such modified Exhibit A on behalf of said party.
- b. This provision of the COUNTY 9-1-1 Systems and Equipment shall be considered a bailment for the mutual benefit of the COUNTY (bailor) and the MUNICIPALITY

(bailee). All COUNTY 9-1-1 Systems and Equipment provided by the COUNTY hereunder shall remain the property of the COUNTY, and the MUNICIPALITY shall use such COUNTY 9-1-1 Systems and Equipment only for the purposes contemplated by this Agreement.

### **ARTICLE 3 – OBLIGATIONS OF THE COUNTY**

- a. The COUNTY, through the Department of Public Safety, Division of 9-1-1 Program Services, shall provide the COUNTY 9-1-1 Systems and Equipment to the MUNICIPALITY, which the MUNICIPALITY shall use for routing, delivery, and handling of 9-1-1 emergency calls.
- b. The COUNTY 9-1-1 system shall be a Next Generation 9-1-1 Emergency Services IP Network (ESINet) and Call Handling System (CHS), and is compliant with all standards required by the State E911 Plan.
- c. The COUNTY will provide on-demand language translation services; monitoring of the COUNTY 9-1-1 Systems and Equipment; PSAP data analytics; and call taker training to the MUNICIPALITY's 9-1-1 Public Safety Telecommunicators.
- d. The COUNTY shall provide for the installation of, as well as preventive monthly inspection (PMI), maintenance, upgrades, and emergency service for, the COUNTY 9-1-1 Systems and Equipment.
- e. The COUNTY will ensure all service technicians are fingerprint background checked and Criminal Justice Information Services (CJIS) certified, as required by the Florida Department of Law Enforcement (FDLE) for unescorted entry into secure/restricted areas within PSAPs.
- f. The COUNTY shall be responsible for maintaining a current Master Street Address Guide (MSAG).
- g. The COUNTY shall give priority, in the allocation of E911 fee revenue, to recurring operational expenses of the network and systems; updating and refreshing 9-1-1 equipment and technologies; and any other mandatory expenses.
- h. The COUNTY may provide for an equitable annual disbursement of any remaining E911 fee revenues, not previously encumbered, or of monies specifically designated by the COUNTY, to offset the MUNICIPALITY's cost of appropriate statutorily permissible expenditures under Section 365.172, Florida Statutes. Such disbursement, if any, will be calculated by the COUNTY pursuant to an equitable formula. The COUNTY will notify the MUNICIPALITY of the amount of any such disbursement on an annual basis.

#### **ARTICLE 4 - OBLIGATIONS OF THE MUNICIPALITY**

- a. The MUNICIPALITY shall provide security and back-up power, to include a UPS (uninterrupted power source) to the COUNTY 9-1-1 Systems and Equipment in accordance with the State E911 Plan.
- b. The MUNICIPALITY shall comply with appropriate cybersecurity protocols as stipulated by the COUNTY, specifically the Department of Public Safety, Division of 9-1-1 Program Services.
- c. The MUNICIPALITY shall provide a number of call takers sufficient to meet the requirements of section 5.3.1 of the State E911 Plan. Call takers must maintain current Florida Department of Health Public Safety Telecommunicators certification.
- d. The MUNICIPALITY shall promptly notify the COUNTY of any issue that impacts the delivery and answering of 9-1-1 calls. This may include equipment failures or damage and database failures or errors. The MUNICIPALITY shall be responsible for lost equipment or equipment damaged due to the MUNICIPALITY's negligence based on the value of such equipment at the time of loss or damage.
- e. The MUNICIPALITY shall notify the COUNTY of any service boundary, street name, building or unit number, or other addressing that has been changed within three (3) business days of the approval setting forth such changes.
- f. The MUNICIPALITY shall operate its PSAP in compliance, at minimum, with all standards established for PSAPs by the State E911 Plan.
- g. The parties acknowledge that the MUNICIPALITY's operation of its PSAP may require the MUNICIPALITY to procure capital equipment in addition to the COUNTY 9-1-1 Systems and Equipment provided by the COUNTY hereunder. The MUNICIPALITY may request from the COUNTY reimbursement of capital expenses relating to such purchase(s) of 9-1-1 related equipment authorized under Section 365.172(10), Florida Statutes; provided that the COUNTY's approval, in its sole discretion, has been obtained prior to the MUNICIPALITY's procurement of such equipment. The MUNICIPALITY shall be responsible for purchasing and acquiring the equipment, and then submitting for reimbursement to the COUNTY all documentation required by the Palm Beach County Clerk and Comptroller's Office. All requests for reimbursement will be made as soon as practical, but no later than August 31<sup>st</sup> of each fiscal year this Agreement is in effect.
- h. The MUNICIPALITY shall provide access to their COUNTY 9-1-1 Systems and Equipment to COUNTY designated service technicians for installation, preventive monthly inspection (PMI), maintenance, upgrades, and emergency service.
- i. The MUNICIPALITY will perform no self-service maintenance on COUNTY 9-1-1 Systems and Equipment. The MUNICIPALITY shall contact the COUNTY for all maintenance and repairs of the COUNTY 9-1-1 Systems and Equipment.

- j. The AGENCY shall return to the COUNTY all COUNTY 9-1-1 Systems and Equipment when in disrepair or no longer in use, and at the termination of this Agreement, for tracking and proper disposal.

**ARTICLE 5 - TERM AND TERMINATION**

The term of this Agreement, unless terminated as provided in this Article 5, is for a period of five (5) years commencing January 1, 2024, with three (3) one-year renewal options, under the same terms and conditions stated herein, upon written agreement of the parties.

The COUNTY reserves the right to terminate this Agreement for cause upon ninety (90) days' written notice to the AGENCY. The AGENCY may terminate this Agreement upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the AGENCY.

**ARTICLE 6 - CONTRACT MONITORS AND NOTICES**

The COUNTY's Contract Monitor shall be the Public Safety Department Director, whose telephone number is (561)712-6400. The AGENCY's Contract Monitor shall be the AGENCY's Manager, whose telephone number is (561) 822-1912.

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand with a receipt obtained, or by certified mail return receipt requested, or by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Public Safety Department Director  
20 South Military Trail  
West Palm Beach, FL 33415

With a copy to:

Dan Koenig, Senior Manager, PBC 9-1-1 Program Services  
20 South Military Trail  
West Palm Beach, FL 33415

and

Palm Beach County Attorney's Office  
301 North Olive Ave. - 6<sup>th</sup> Floor  
West Palm Beach, FL 33401

If sent to the AGENCY, notices shall be addressed to:

City of West Palm Beach - City Administrator

401 Clematis Street

West Palm Beach, FL 33401

With a copy to:

City of West Palm Beach - City Attorney

401 Clematis Street

West Palm Beach, FL 33401

#### **ARTICLE 7 - LIABILITY**

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, the COUNTY shall indemnify, defend and hold harmless the AGENCY against any actions, claims or damages arising out of the COUNTY's negligence in connection with this Agreement, and the AGENCY shall indemnify, defend and hold harmless the COUNTY against any actions, claims or damages arising out of the AGENCY's negligence in connection with this Agreement, including its negligent use, care and/or possession of the COUNTY 9-1-1 Systems and Equipment provided hereunder. This provision does not constitute consent of either party to be sued by third parties and shall not be construed as a waiver of either party's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. Nor shall this provision be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

#### **ARTICLE 8 - WAIVER**

If either party shall waive any provisions of the Agreement or fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed a continuing waiver and shall never be construed as such; and such party shall thereafter have the right to insist upon the enforcement of such conditions or provisions.

#### **ARTICLE 9 - SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held by a court of competent jurisdiction to be



invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 10 - ENTIRETY OF AGREEMENT**

The COUNTY and the MUNICIPALITY agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto or as specifically provided for herein.

**ARTICLE 11 - AUDITS and PUBLIC RECORDS**

The MUNICIPALITY and the COUNTY shall maintain records relating to this Agreement and performance hereunder in accordance with Florida's public records laws and any other applicable laws, including any applicable confidentiality laws. At a minimum, the MUNICIPALITY and the COUNTY shall maintain such records for at least five (5) years after the termination of this Agreement. If any inquiry, investigation, audit or litigation is underway at any time during the five (5) year period, the MUNICIPALITY and the COUNTY shall continue to maintain and preserve the records until the resolution of the inquiry, investigation, audit or litigation. The COUNTY and the MUNICIPALITY shall have the right, upon reasonable request and during normal business hours, to inspect, examine or copy the other's records, and each party shall make such records available to the other party in Palm Beach County.

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's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the MUNICIPALITY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in 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.

**ARTICLE 12 - NO AGENCY**

Nothing contained herein is intended to, nor shall create an agency relationship between the COUNTY and the MUNICIPALITY.

**ARTICLE 13 - EMPLOYEE FUNCTIONS**

No employee of the COUNTY or the MUNICIPALITY shall perform any function or service which is not within the employee's scope of duties as defined or determined by the employee's employer.

**ARTICLE 14 - RELATIONSHIP OF EMPLOYEES**

No employee, officer, or agent of either party shall, in connection with this Agreement or the performance of services and functions hereunder, have a right to or claim any pension, workers' compensation, unemployment compensation, civil service, or other employee rights, privileges, or benefits granted by operation of law or otherwise except through and against the entity by whom they are employed. No employee of either party shall be deemed the employee of the other, for any purpose, whatsoever. Neither party is authorized to make or enter into any contract, agreement, or warranty for or on behalf of the other, unless the parties to this Agreement have entered into a written agreement expressly authorizing such.

**ARTICLE 15 - ASSIGNMENT OF RIGHTS**

Neither party shall assign, transfer or convey, in whole or in part, its rights, duties, or obligations without the prior written consent of the other; however nothing contained herein shall be construed to prevent COUNTY, in its sole discretion, from using subcontractors to perform its obligations under this Agreement without obtaining consent.

**ARTICLE 16 - NONDISCRIMINATION**

In Resolution 2017-1770, the COUNTY expressed its commitment to assuring equal opportunity by not conducting business with nor appropriating funds to entities that discriminate as set forth therein. 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.

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BOARD OF COUNTY COMMISSIONERS**

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County Administrator or Designee

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AND LEGAL SUFFICIENCY**

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**APPROVED AS TO TERMS  
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By:   
Department Director

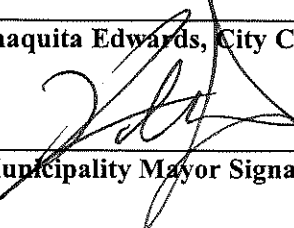
**MUNICIPALITY:**

City of West Palm Beach

Municipality Name

By:   
Municipality Clerk Signature

Shaquita Edwards, City Clerk

By:   
Municipality Mayor Signature

Keith A. James, Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By:   
Municipality's Attorney

(corp. seal)

PSAP: West Palm Beach Police Department

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