

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: October 6, 2026 **[X] Consent** **[] Regular**
 [] Ordinance **[] Public Hearing**

Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of 911 Program Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) receive and file an executed Grant Award S28-26-07-09 (Agreement) with the State of Florida Department of Management Services (DMS) to implement Next Generation 9-1-1 Tactical Mapping and Analytics in the amount of \$478,900 for the period of July 17, 2026 through July 16, 2029; and**
- B) approve a Budget Amendment of \$478,900, in the E-911 Grant Fund to recognize the Agreement.**

Summary: Palm Beach County Public Safety Department's Division of 911 Program Services was awarded a grant (Catalog of State Financial Assistance #72.003) from the Florida Emergency Communications Board (FECB) and DMS under the 911 State Grant Program as authorized under Florida Statutes 365.173 in the amount of \$478,900 for a period July 17, 2026 through July 16, 2029, to implement the RapidDeploy Tactical Mapping and Analytics Project (RapidDeploy) which is part of an existing service agreement with AT&T. RapidDeploy is a unique cloud-based Software-as-a-Service (SaaS) platform that assists public safety agencies in reducing response times, improving situational awareness, call processing times, resource performance, and data analytics reporting when responding to time-critical incidents. Through a partnership with AT&T, the platform is interoperable to the existing Call Handling Equipment at the Public Safety Answering Point (PSAPs) and will provide a common mapping product for real-time situational awareness in daily operations and large-scale incidents and emergencies. This Agreement was executed in accordance with R2026-0705 dated June 9, 2026 which authorized the County Administrator or designee to accept, approve, execute and submit, electronically or otherwise, on the County's behalf, the grant award, representations, certifications, acknowledgements, assurances, reports, standard forms and documents, reimbursement requests, amendments, time frame changes, and other necessary documents that do not substantially change the scope of work, terms, or conditions of the Agreement. The Agreement includes non-standard indemnification provisions that differ from that adopted for use by the County under PPM #CW-F-049. The Risk Management Department and County Attorney's Office have reviewed the non-standard provisions and advised staff accordingly. Subject to the limitation of Section 768.28, Florida Statutes, the Agreement requires the County to hold the State harmless against claims by third parties arising from performance under this Agreement; and requires the County's contractors or subcontractors to indemnify, hold harmless and defend the State against all claims to the extent allowed by law. Given that the Agreement provides the County with funding that will enhance this public safety service, staff is recommending Board of County Commissioners (BCC) approval. **No County matching funds are required. Countywide (SB)**

Background and Justification: Continued on page 3

Attachments:

- 1) State-Funded Agreement For 911 State Grant Program
- 2) Budget Amendment

Recommended By:

Department Director

Date _____

Approved By:

Deputy County Administrator

Date 1/11

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>
Personal Services					
Operating Expenses	478,900				
Capital Outlay					
External Revenues	(478,900)				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	0*				

ADDITIONAL FTE

POSITIONS (Cumulative)	0	0	0	0	0
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Is Item Included In Current Budget? Yes No **X**
Is this item using Federal Funds? Yes No **X**
Is this item using State Funds? Yes **X** No

Budget Account Exp No: Fund 1435 Dept. 662 Unit 9260 Obj. 5121
Rev No: Fund 1435 Dept. 662 Unit 9260 Rev. 3429

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

Grant:E911-Grant

Fund: 1435-E-911 Grant Fund

Unit:9260 – E-911 Grant

***The FY26 budget is being amended to include this grant. Due to the timing of the grant agreement implementation and services will not begin until FY27. When the year closes, a grant carryforward will be submitted.**

C. Departmental Fiscal Review: HSH 8/21/26

III. REVIEW COMMENTS

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

ASDUA 9/10/26
OFMB PC 9/10
NO 9/10
9/10

Bunde Mac
Contract Dev. And Control
26 9.17.26

B. Legal Sufficiency:

Phu Bui 9/14/26
Assistant County Attorney

C. Other Department Review:

Department Director

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

Background and Justification: These funds come from the Emergency Communications Trust Fund (Laws of Florida, Chapter 2024-231). The funds allow for system upgrades to develop and maintain statewide 911 routes, geographic, and management information systems, next-generation 911 services and equipment, in accordance with Florida 365.173 Emergency Communications Trust Fund.



Attachment 1

4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor
Tom Berger, Secretary

STATE-FUNDED AGREEMENT

FOR

911 STATE GRANT PROGRAM

S28-26-07-09

BETWEEN

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

AND

PALM BEACH COUNTY

This Grant Agreement is entered into by and between the Florida Department of Management Services (the “Department” or “DMS”) and Palm Beach County (“Grantee”), collectively referred to as the “Parties.” The terms of this Agreement encompass and supplement the terms and conditions contained in W Form 3A, 911 Grant Programs (the “Application”), incorporated by reference in Rule 60FF1-5.003, Florida Administrative Code (F.A.C.), and the Grantee’s award letter.

1. AUTHORITY

The Department has been appropriated funds from the Emergency Communications Trust Fund to provide grants to counties for the purpose of upgrading 911 systems. The Department has the authority, pursuant to section 282.702, Florida Statutes (F.S.), to enter into this Agreement and to disburse the appropriated funds to the Grantee under the terms and conditions set forth herein.

2. GENERAL TERMS AND CONDITIONS

2.1. The Application, the Grantee’s award letter, and this Grant Agreement, including its attachments and exhibits (collectively referred to as the “Agreement”), contain all of the terms and conditions agreed upon by the Parties. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:

- 2.1.1. Grant Agreement;
- 2.1.2. Attachment 1, Audit Requirements for Awards of Assistance (including Exhibit 1);
- 2.1.3. Attachment 2, the Grantee’s award letter; and
- 2.1.4. Attachment 3, the Grantee’s submitted Application.

2.2. The Grantee shall perform the tasks specified herein in accordance with sections 365.172 and 365.173, F.S., and the terms and conditions of this Agreement.

2.3. The term of this Agreement begins on July 17, 2026, and ends on July 16, 2029, three (3) years thereafter. No renewals of this Agreement are permitted.

2.4. The Parties shall be governed by all applicable state and federal laws, rules, executive orders, and regulations, including, but not limited to, those identified in the “Applicable Statutes and Regulations” table, below. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Failure to comply may affect the current grant award and future grant awards.

3. FUNDING

3.1. Funding for this Agreement consists of the awarded state resources set forth in Exhibit 1, Audit Requirements.

3.2. The method of payment for this Agreement is cost-reimbursement, or rural payment pursuant to section 215.971(1)(h), F.S., and all payment is subject to the availability of funds. This Agreement shall not exceed the amount specified on the Grantee’s award letter, and payment shall only be issued by the Department after acceptance of the Grantee’s performance as set forth by the terms and conditions of this Agreement.

3.3. Advance payments may be permitted under this Agreement pursuant to section 215.422(15), F.S., or section 216.181(16), F.S., and the Department of Financial Services’ (DFS) Reference Guide for State Expenditures, available at: myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_7. Advance payment is subject to approval from DFS. Grantee shall provide DMS with all necessary

information in furtherance of facilitating an advanced payment which conforms with the Agreement terms and all applicable legal requirements.

- 3.4. The State's obligation to pay under this Agreement is contingent upon annual appropriation by the Legislature and is subject to any modification in accordance with either Chapter 216, F.S., or the Florida Constitution.
- 3.5. The Department will reimburse or provide rural payment to the Grantee only for allowable costs incurred during the Agreement period by the Grantee for the successful completion of each deliverable. Funds provided shall not exceed the amount specified in Section 6., Scope of Work, and Exhibit 1, Audit Requirements, of this Agreement.
- 3.6. The Grantee agrees to use the funds awarded under this Agreement only for costs directly incurred for the grant project activities specified in the Application. Costs must be reasonable, necessary, allocable, and allowable for the approved project and only incurred during the term of this Agreement.
 - 3.6.1 The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
 - 3.6.2 The Grantee shall refund to the Department any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.
 - 3.6.3 The Grantee shall refund to the Department any funds paid in excess of the amount to which the Grantee is entitled under the terms and conditions of this Agreement.
- 3.7. For the purposes of this Agreement, the Department shall consider payments made by the Grantee to be improper under the following circumstances:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements.
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.
- 3.8. The following expenses are not eligible for reimbursement under this Agreement:
 - i. Salaries and associated expenses for 911 coordinators, call takers, or other 911 personnel.
 - ii. Wireline database costs.
 - iii. Vehicle expenses.

4. REQUEST FOR REIMBURSEMENT

- 4.1. The Grantee shall submit all requests for reimbursement, progress payments, and rural payments as described in this Agreement and Section 8., Financial and Administrative Requirements, of the Application. Such requests shall be submitted using the Financial Reimbursement of Expenditures Form in accordance with Rule 60FF1-5.0035(4), F.A.C., by email to the Department at ECBSubmissions@dms.fl.gov, not to exceed once per month. No reimbursement shall duplicate any previous reimbursement.
- 4.2. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof and shall be accompanied by all supporting documentation required for reimbursement including, but not limited to, copies of purchase orders

and paid vouchers, invoices, copies of check processing, and journal transfers. Reimbursement claims shall include only expenditures claimed against the awarded funding amount.

- 4.3. The Department shall not process requests for reimbursement for payments made by Grantee that are deemed as improper payments as set forth in Section 3., Funding, of this Agreement.
- 4.4. Submission of final documents and submission for closeout of the funding does not affect the Department's right to disallow costs and recover funds based on an audit or financial review. The Grantee shall submit the final request for reimbursement or payment and supporting documentation for incurred obligations to the Department no later than 120 days after expiration of this Agreement.
- 4.5. The Department is not liable for approval of reimbursement by the Department of Financial Services (DFS), and Grantee is responsible for ensuring purchases and invoices are in conformance with DFS requirements. Grantee agrees to comply with the State of Florida Reference Guide for State Expenditures.
- 4.6. The Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: <https://myfloridacfo.com/division/aa/audits-reports/judgment-interest-rates>.
- 4.7. The allowable grant funding for travel expenses is limited to the authorized amounts established in section 112.061, F.S., and the Department of Financial Services Guidelines for State Expenditures.

5. RURAL COMMUNITY OR RURAL AREA OF OPPORTUNITY

- 5.1. Pursuant to section 215.971(1)(h), F.S., if the Grantee is a Rural Community or Rural Area of Opportunity as those terms are defined in section 288.0656(2), F.S., ("Rural Grantee"), a Rural Grantee may request that the Department provide for the payment of invoices for verifiable and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement ("rural payment"). Prior to, or in conjunction with, such a rural payment request, a Rural Grantee shall submit documentation to the Department sufficiently demonstrating the financial hardship of the Rural Grantee.
- 5.2. A Rural Grantee shall submit its request to elect to receive rural payment, including any financial hardship documentation, by email to the Department at ECBSubmissions@dms.fl.gov. Following demonstration of financial hardship and the initial request to elect to receive rural payment, the Rural Grantee shall submit subsequent requests for payment and all necessary documentation using the Financial Reimbursement of Expenditures Form in accordance with Rule 60FF1-5.0035(4), F.A.C., for incurred and appropriate costs. Requests for rural payment shall be submitted by email to the Department at ECBSubmissions@dms.fl.gov, not to exceed once per month.
- 5.3. The Rural Grantee is responsible for ensuring all documentation related to Rural Grantee's grant award is readily available to the Department upon request and is in conformance with the DFS requirements. All bills for fees or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof and shall be accompanied by all supporting documentation required for payment including, but not limited to, copies of purchase orders, invoices, and any other expenditure justifications.
- 5.4. The Department shall not process requests for rural payments made by Rural Grantee that are deemed as improper payments as set forth in Section 3., Funding, of this Agreement.
- 5.5. Funds provided to a Rural Grantee via rural payment shall only be used for allowable costs incurred by a Rural Grantee pursuant to section 216.301, F.S., in the successful completion of each deliverable outlined in this Agreement.
- 5.6. Submission of final documents and submission for closeout of the funding does not affect the Department's right to disallow costs and recover funds based on an audit or financial review. The final request for rural payment and supporting documentation for incurred obligations pursuant to section

216.301, F.S., shall be submitted to the Department no later than 120 days after expiration of this Agreement.

6. SCOPE OF WORK

6.1. The Scope of Work in the Application is hereby modified to specify the following deliverable(s):

Deliverable No. 1 – Tasks to Complete Tactical Mapping & Analytics		
Performance Standard	Documentation	Financial Consequences
Complete all work to complete Tactical Mapping & Analytics in accordance with the Grantee’s contract with its vendor.	1) The Grantee shall submit reimbursement or payment claims in accordance with Section 4. and Section 5. of the Agreement. 2) The Grantee shall submit copies of: a. Any contracts or purchase orders with vendors; b. Vendor invoices; c. Proof of payment to vendors; and d. Proof of receipt of deliverables.	If Grantee fails to comply with any term of the award, DMS shall take one or more of the following actions: 1. Temporarily withhold cash payments pending correction of the deficiency by Grantee; 2. Disallow all or part of the cost of the activity or action not in compliance; 3. Wholly or partly suspend or terminate the current award for the Grantee; 4. Suspend or deny future grant awards; or 5. Take other remedies that may be legally available. DMS will provide no reimbursement or payment for any improvement that does not meet the standards established in this Agreement.
TOTAL REIMBURSABLE OR PAYMENT AMOUNT NOT TO EXCEED \$478,900.00		

7. CONTACTS AND NOTICE

7.1. In accordance with section 215.971(2), F.S., the Department’s Grant Manager is responsible for enforcing the performance of this Agreement’s terms and conditions and will serve as the Department’s liaison with the Grantee. As part of their duties, the Department’s Grant Manager will:

- 7.1.1. Monitor and document the Grantee’s performance of the terms of this Agreement, which may include but shall not be limited to, onsite visits by DMS staff, limited scope audits, or desktop monitoring;
- 7.1.2. Review all documentation for which the Grantee requests payment; and

- 7.1.3. Reconcile and verify all funds received against all funds expended during the period of this Agreement and produce a final reconciliation report which identifies any funds paid in excess of the expenditures incurred by the Grantee.
- 7.1.4. The name and address of the Department's Grant Manager responsible for the administration of this Agreement is:

The Department's Grant Manager responsible for the administration of this Agreement is:

Ashley Scott, Grant Manager
4030 Esplanade Way
Tallahassee, FL 32399
404-206-6063
Ashley.Scott@dms.fl.gov

- 7.2. The Grantee's Grant Manager is responsible for monitoring the performance of this Agreement's terms and conditions and will serve as the Grantee's liaison with the Department. As part of their duties, the Grantee's Grant Manager shall provide the Department with all required reports under this Agreement, to the Emergency Communications Board in accordance with Section 9., Grant Reporting Procedures, of the Application.
- 7.3. The name and address of the Grantee's Grant Manager responsible for the administration of this Agreement is:

The Grantee's Grant Manager responsible for the administration of this Agreement is:

The Palm Beach County 911 Coordinator

- 7.4. In the event that different managers or addresses are designated by either party after execution of this Agreement, a notice of the name, title, and address of the new Grant Manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.
- 7.5. All notices from both Parties, other than the notice of award and notices related to the business of the Emergency Communications Board, shall be effective when placed in the United States, first-class mail, postage prepaid, by registered or certified mail, return receipt requested, to the addresses above.

8. MODIFICATION

- 8.1. Either party may request a modification of provisions of this Agreement via a formal amendment, which shall be valid only when in writing, signed by each of the parties, and attached to the original version of this Agreement.
- 8.2. Any reduction of grant expenditures approved by the Emergency Communications Board does not require a grant amendment to this Agreement.
- 8.3. Change requests must be submitted to the Department prior to the deviation from the grant award. No changes or deviations from the original award are authorized unless approved in writing by the Board.

Such requests shall be submitted using the Change Request Form in accordance with Rule 60FF1-5.0035(3), F.A.C.

- 8.3.1. Prior to a Grantee signing a contract with a different vendor from the original vendor stated in the grant application, the county, group of counties, or region must request a grant change on the Change Request Form in Rule 60FF1-5.0035(3), F.A.C, and include an itemized quote and a copy of the new contract.
- 8.3.2. Time extension requests will not be granted unless the Grantee has executed a contract for the grant equipment and services or demonstrates good cause for failure to execute a contract within one year of the award. Good cause documentation shall include a new project timeline schedule. Time extensions shall be limited to a maximum of one additional year if approved by the Board.
- 8.3.3. Conversion from a two-year grant up to a five-year grant will add up to three additional years from the grant's original expiration date.
- 8.3.4. Change requests must be submitted 10 business days prior to a Board meeting to be reviewed. Late submissions will be reviewed at the next Board meeting. The Change Request Form and associated information should be e-mailed to ECBSubmissions@dms.fl.gov.

9. AUDIT REQUIREMENTS

- 9.1. In the event the Grantee expends \$750,000.00 or more in-state financial assistance during its fiscal year, the Grantee must have a State single or project specific audit conducted in accordance with section 215.97(2)(a), F.S.; applicable DFS rules; and Chapter 10.550, Rules of the Auditor General.
- 9.2. In connection with the audit requirements, the Grantee shall ensure that the audit complies with the requirements of section 215.97, F.S. This includes submission of a financial reporting package as defined by section 215.97, F.S., and Chapter 10.550, Rules of the Auditor General.

The Grantee shall send copies of reporting packages required under this paragraph directly to each of the following:

The Department of Management Services
Office of the Inspector General
4050 Esplanade Way
Tallahassee, Florida 32399-0950

The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

- 9.3. If Grantee expends less than \$750,000.00 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004, or thereafter), an audit conducted in accordance with the provisions of section 215.97(2)(a), F.S., is not required. In the event that Grantee expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97(2)(a), F.S., the cost of the audit must be paid from the nonstate entity's

resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than State entities).

- 9.4. This section does not limit the authority of the state awarding agency to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any State awarding agency inspector general, the Auditor General, or any other state official.
- 9.5. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Grantee shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department has notified the Grantee of such non-compliance.
- 9.6. Upon completion of the audit, a copy of the audit report and financial reporting package must be received by the Department and the Auditor General no later than nine (9) months from the end of the Grantee's fiscal year.
- 9.7. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 1, Audit Requirements for Awards of State Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.
- 9.8. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
- 9.9. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 1, Audit Requirements for Awards of State Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

10. REPORTS

- 10.1. The Grantee shall submit Quarterly Status Reports to the Department in accordance with Rule 60FF1-5.0035(2), F.A.C.
 - 10.1.1. Reporting will begin at the conclusion of the first full quarter after the award. The report periods will end on March 31, June 30, September 30, and December 31 of each year. Reports are due within 30 days of the ending report period.
 - 10.1.2. The Quarterly Status Report shall inform the Board of significant impacts on grant-supported activities. Significant impacts include project status developments affecting time schedules and objectives, anticipated lower costs, or producing beneficial results in addition to those originally planned. Additionally, problems, delays, or adverse conditions that will materially impair the ability to meet the timely completion of the award must be reported. The disclosure must include a statement of the action taken or contemplated and any assistance needed to resolve the situation.
 - 10.1.3. Upon receipt of final reimbursement from DFS, a final Quarterly Status Report, shall be submitted based on the same reporting requirements described in this section.
 - 10.1.3.1. Final reporting shall be submitted within 90 days of project completion. The "Final Report" box on the Quarterly Status Report, shall be marked and include your project completion date. Grants that were for equipment installation should include

date of final acceptance and start of warranty period. Service grants should include the date service was started.

10.1.3.2. Final document submission and closeout of a grant does not affect the Board's right to disallow costs and recover funds based on an audit or financial review. The Grantee shall remain obligated to return any funds expended that do not comply with the terms and conditions of the grant award.

10.2. The Grantee must provide DMS a copy of the Annual Comprehensive Financial Report (ACFR), consistent with section 218.32 Florida Statutes, no later than June 30 of each year.

10.3. All reports, associated information, and final reporting documents should be e-mailed to: ECBSubmissions@dms.fl.gov

11. RECORDS

11.1. Pursuant to section 20.055(5), F.S., the Grantee and its contractors and subcontractors (if any) understand and shall comply with their duty to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing.

11.2. As required by section 215.97, F.S., and Rule 69I-5.006, F.A.C, the Department, the Department of Financial Services, and the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Grantee which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents.

11.3. The Grantee shall maintain any books, records, or documents, including those pertaining to all contractors, subcontractors, and consultants to be paid from funds provided under this Agreement. The maintenance of these records shall be made in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement, in a form sufficient to determine compliance with the requirements and objectives of this Agreement, and all other applicable laws and regulations.

11.4. The Grantee shall retain all records made or received in conjunction with this Agreement for the longer of five (5) years after the end of this Agreement period and all pending matters, or the period required by the General Records Schedules maintained by the Florida Department of State, available at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>.

11.5. If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88r2, "Guidelines for Media Sanitization" (2025), available at: <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r2.pdf>.

11.6. In accordance with section 216.1366, F.S., Department is authorized to inspect the Grantee's financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds; and the programmatic records, papers, and documents of the Grantee that the Department determines are necessary to monitor the performance of the

Agreement or to ensure that the terms of the Agreement are being met. The Grantee shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

12. PUBLIC RECORDS

12.1. The Grantee is required to comply with the State of Florida's Public Records Law, which provides a right of access to the records of the state and local governments. The Grantee shall:

12.1.1. Keep and maintain public records required to perform the services contemplated in this Agreement;

12.1.2. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law;

12.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the Contract if the Grantee does not transfer the records to the public agency;

12.1.4. Upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Grantee or keep and maintain public records required by the Department to perform the service. If the Grantee transfers all public records to the public agency upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department; and

12.1.5. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN SECTION 3., CONTACT, OF THE AGREEMENT.**

12.2. The Department reserves the right to unilaterally cancel this Agreement if the Grantee refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., which the Grantee created or received under this Agreement.

13. LIABILITY

13.1. The Grantee is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., the Grantee shall hold the Department harmless against all claims of whatever nature by third parties arising from performance under this Agreement.

13.2. The Grantee, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the Grantee. Nothing in this Agreement may be construed as consent by a state agency or subdivision of the state to be sued by third parties in any matter arising out of any contract.

14. EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), the Department shall have the right to terminate further payment of funds under this Agreement, and the Department may exercise any of its remedies set forth in Section 15., Remedies, of this Agreement. However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment. The Events of Default are:

- 14.1. If any warranty or representation made by the Grantee in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect;
- 14.2. If the Grantee fails to keep or timely perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with the Department and has not cured them in a timely fashion;
- 14.3. If material adverse changes occur in the financial condition of the Grantee at any time during the term of this Agreement; or
- 14.4. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

15. REMEDIES

If an Event of Default occurs, then the Department shall provide a written notice to the Grantee, and, upon the Grantee's failure to cure the default within the thirty (30) calendar days, the Department may exercise any one (1) or more of the following remedies, either concurrently or consecutively:

- 15.1. Terminate this Agreement in accordance with Section 16., Termination, below;
- 15.2. Withhold or suspend the payment of all or any part of a request for payment;
- 15.3. Exercise any corrective or remedial actions, including but not limited to:
 - 15.3.1. Request additional information from the Grantee to determine the reasons for or the extent of non-compliance or lack of performance;
 - 15.3.2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
 - 15.3.3. Advise the Grantee to suspend, discontinue, or refrain from incurring costs for any activities in question.

Pursuing any of the above remedies will not preclude the Department from pursuing any other remedies available under this Agreement or at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Grantee, it does not affect, extend, or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Grantee.

16. TERMINATION

- 16.1. Termination Due to the Lack of Funds. If funds become unavailable for the Agreement's purpose, such an event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.
- 16.2. Termination for Cause. The Department may terminate this Agreement for cause after ten (10) days of a written notice, which will be issued after the 30-day cure period ends. Cause includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, or refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., unless exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S., or applicable state or federal law, which the Grantee created or received under this Agreement.
- 16.3. Termination for Convenience. The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds by providing the Grantee with thirty (30) calendar days' prior written notice.
- 16.4. Mutual Termination. The Parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- 16.5. Grantee Responsibilities upon Termination. Upon notice of termination, the Grantee shall:
 - 16.5.1. Not incur new obligations for the terminated portion of the Agreement; and
 - 16.5.2. Cancel as many outstanding obligations as possible. Costs incurred after the receipt of the termination notice are disallowed. The Grantee shall not be relieved of liability to the Department because of any breach of this Agreement by the Grantee. The Department may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due to the Department from the Grantee is determined.

17. RESULTING THIRD PARTY CONTRACTS AND SUBCONTRACTS

- 17.1. The Grantee may contract with third parties to perform work in accordance with its Application. The Grantee will be fully responsible for the satisfactory completion of all work performed under any third-party contract(s).
- 17.2. If the Grantee contracts all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee's contractor(s) or subcontractor(s) shall indemnify and hold the Department harmless against all claims to the extent allowed by the law; and, at its expense, will defend the Department against such claims; and
- 17.3. All Grantee contracts or subcontracts for which the State Legislature is in any part a funding source shall contain language to provide for termination with reasonable costs to be paid for eligible contract work completed prior to the date the notice of suspension or termination was received by

- the Grantee. Any cost incurred after a notice of suspension or termination is received by the Grantee may not be funded with funds provided under this Agreement unless previously approved in writing by the Department. All Grantee contracts and subcontracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event; and
- 17.4. With the Grantee's approval, the Grantee's contractor may subcontract work performed, and the Grantee's contractor will be fully responsible for satisfactory completion of all subcontracted work; and
 - 17.5. For each contractor or subcontractor, the Grantee shall provide a written statement to the Department certifying the following:
 - 17.5.1. Whether the contractor or subcontractor is a minority business enterprise, as defined in section 288.703, F.S.
 - 17.5.2. Neither the contractor or subcontractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by the State of Florida.
 - 17.5.3. Neither the contractor or subcontractor are presently on the Convicted Vendor List identified in section 287.133(2), F.S. or the Discriminatory Vendor List identified in section 287.134(2), F.S.
 - 17.5.4. The contractor or subcontractor it is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel", in accordance with s. 287.135(5), F.S. At the Department's option, the Contract may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel.
 - 17.5.5. If the goods or services to be provided are \$1 million or more, in accordance with the requirements of section 287.135, F.S., the contractor or subcontractor certifies it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies"
 - 17.5.6. The contractor or subcontractor certifies it has completed and provided an affidavit signed by an officer or a representative of the contractor or subcontractor under penalty of perjury attesting that the contractor or subcontractor does not use coercion for labor or services as defined in section 787.06, F.S.
 - 17.6. Pursuant to sections 287.135(5) and 287.135(3), F.S., Grantee agrees the Department may immediately terminate the Agreement for cause if the subcontractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.

18. MANDATED CONDITIONS

- 18.1. The Grantee and its contractors and subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Agreement, the Grantee certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Grantee must obtain an affidavit from its contractors and subcontractors in accordance with

paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Agreement.

- 18.2. This section serves as notice to the Grantee regarding the requirements of section 448.095, F.S., specifically sub-paragraph (5)(c)1, and the Department's obligation to terminate the Agreement if it has a good faith belief that the Grantee has knowingly violated section 448.09(1), F.S. The Department will promptly notify the Grantee and order the immediate termination of the contract between the Grantee and a contractor and a subcontractor performing work on its behalf for this Agreement should the Department have a good faith belief that the contractor or subcontractor has knowingly violated section 448.09(1), F.S.

19. LOBBYING PROHIBITION

- 19.1. In accordance with sections 11.062 and 216.345, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial branch, or any state agency.
- 19.2. The Grantee certifies, by its signature to this Agreement, the terms shall include this provision.
- 19.3. The Grantee shall ensure in any agreements with subcontractors where a contractor or subcontractor receives payment under this Agreement, the terms shall include this lobbying prohibition and shall require such subcontractors to certify their compliance with this provision.

20. MISCELLANEOUS

- 20.1. Intellectual Property. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.
- 20.2. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- 20.3. Non-Discrimination. The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.
- 20.4. Electronic Funds Transfer Enrollment. The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <http://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.
- 20.5. Survival. Any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

- 20.6. Severability. If any provision of this Agreement is in conflict with any applicable statute or rule or is unenforceable, then the provision shall be null and void to the extent of the conflict and shall be severable but shall not invalidate any other provision of this Agreement.
- 20.7. Governing Law and Venue. This Agreement shall be construed under the laws of the State of Florida, and the venue for any legal or equitable action that arises out of or relates to this Agreement shall be in the Circuit Court of Leon County; in any such action, the Parties waive any right to jury trial.

THIS SPACE INTENTIONALLY LEFT BLANK

I hereby affirm my authority to bind the Grantee and affirm the Grantee’s authority and responsibility for the use of the funds requested.

Grantee

Date: 8/24/26

Signature of County Representative authorized to bind the Grantee

Tomer Nadler

Printed Name

Grantor

Signed by:

C2D1CD6A48B4446

Denise Adkins, Deputy Secretary of Business Operations
Department of Management Services

Date: 9/14/2026 | 8:48 AM EDT

Denise Adkins

Printed Name

Approved as to Terms and Conditions

Approved as to Form and Legal Sufficiency

By: Digitally signed by Stephanie Sejnova
Date: 2026.08.18 14:40:25 -04'00'
Department Director

By: Sharon Burrows G. Digitally signed by Sharon Burrows G.
Date: 2026.08.18 16:26:39 -04'00'
Assistant County Attorney

APPLICABLE STATUTES AND REGULATIONS

This is a non-exhaustive list of statutes and regulations. The Grantee shall be aware of and comply with all State and Federal laws, rules, policies, and regulations relating to its performance under this Agreement.

General Requirements

Florida Statutes (F.S.)
§ 11.062, F.S. - Use of state funds for lobbying prohibited; penalty
§ 20.055, F.S. - Agency inspectors general
<i>Chapter 112, F.S. - Public Officers and Employees: General Provisions</i>
<i>Chapter 119, F.S. - Public Records</i>
§ 215.34, F.S. - State funds; non-collectible items; procedure
§ 215.422, F.S. - Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
§ 215.97, F.S. - Florida Single Audit Act
§ 215.971, F.S. - Agreements funded with federal or state assistance
§215.971(1)(h), F.S. - Federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity
§ 216.301, F.S. - Appropriations; undisbursed balances
§ 216.347, F.S. - Disbursement of grants and aids appropriations for lobbying prohibited
§ 216.3475, F.S. - Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
§ 216.181(16), F.S.- Approved budgets for operations and fixed capital outlay
§ 273.02, F.S. - Record and inventory of certain property
§ 287.133, F.S. - Public entity crime; denial or revocation of the right to transact business with public entities
§ 287.134, F.S. - Discrimination; denial or revocation of the right to transact business with public entities
§ 287.135, F.S. - Prohibition against contracting with scrutinized companies
<i>Chapter 443, F.S. - Reemployment Assistance</i>
§ 501.171, F.S. - Security of confidential personal information
Florida Administrative Code (F.A.C.)
<i>Rule Chapter 69I-5 - State Financial Assistance</i>
Memoranda
CFO Memorandum No. 01 - Contract and Grant Reviews and Related Payment Processing Requirements
CFO Memorandum No. 20 - Compliance Requirements for Agreements

State 911 Plan and Emergency Communications Board Statutes and Rules

Florida Statutes
<i>Chapter 365, F.S. - Use of Telephones and Facsimile Machines</i>
Florida Administrative Code
<i>Rule Chapter 60FF-6 - State E911 Plan</i>
<i>Rule Chapter 60FF1-5 - Emergency Communications Board</i>

Attachment 1
AUDIT REQUIREMENTS
FOR AWARDS OF STATE AND FEDERAL
FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Management Services (Department) to the recipient may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

Part II: State Funded

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall

consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

Part II: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

- a. The Department at each of the following addresses:

Electronic copies (preferred): ECBSubmissions@dms.fl.gov; Audit@dms.fl.gov

Or

Paper copies:

The Department of Management Services
Emergency Communications Board
4030 Esplanade Way
Suite 135
Tallahassee FL, 32399

- b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part V: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT 1

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

N/A

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

N/A

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Matching Resources for Federal Programs:

N/A

Subject to Section 215.97, F.S.:

1. State Project: 911 State Grant Program

State Awarding Agency: State of Florida, Department of Management Services
Catalog of State Financial Assistance Title: Wireless 911 Emergency Telephone
System State Grant Program
Catalog of State Financial Assistance Number: 72.003
Amount: \$478,900.00

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

The compliance requirements are as stated in Grant Agreement No. (S28-26-07-09) between the Grantee and the Department, entered in State Fiscal Year 2026-2027.



Emergency Communications Board
4030 Esplanade Way
Tallahassee, FL 32399-0950

July 17, 2026

Palm Beach County Board of County Commissioners
P.O. Box 4036
West Palm Beach, FL 33402-4036

FEID #: 59-6000785

Subject: Spring 2026 State - Reimbursement Grant Program

Dear Palm Beach County Board of County Commissioners:

The Florida Emergency Communications Board would like to congratulate you on your grant award to improve the 911 system serving your county. Funds awarded from the Spring 2026 cycle of the State Grant Program will normally be provided on a cost reimbursement basis. Please note, receipt of this letter initiates the start of the grant term.

Within the next two weeks, you should receive a grant award agreement for each grant awarded to your county. The grant agreement has the details regarding funding rules for the state grant program that apply to your grant award. You must return a signed copy of the grant agreement prior to the authorization to transfer funds from the Florida Department of Management Services to your county. Please try to have the agreement signed and returned within 45 days of receipt.

The following provides details concerning the Spring 2026 grant(s) to Palm Beach County:

<u>Grant Number</u>	<u>CSFA/CFDA #</u>	<u>Amount Requested</u>	<u>Amount Approved</u>	<u>Purpose</u>	<u>Date Approved</u>
S28-26-07-09	72.003	\$929,800.00	\$478,900.00		
			\$478,900.00	Tactical Mapping & Analytics	7/16/2026
Total Grant Awards:			\$478,900.00		

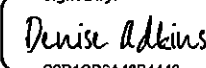
Recipients of awards of state and/or federal financial assistance are required to comply with the provisions of the Florida Single Audit Act. To assist you, please reference sections 5, 6 and 7 of section 215.97 Florida Statute at the following web site address:

http://www.leg.state.fl.us/STATUTES/index.cfm?App_mode=Display_StatuteSearch_String=URL=0200-0299/0215/Sections/0215.97.html

Board Members: Denise Adkins • Christian Chavez • Richard Collins • Christine Cooper
Jamie Cruse • Keith Godwin • Gregory Holcomb • Rob LaVielle • Billy Woods

The Board thanks you for your interest in 911 and improving public safety in Florida and your commendable efforts towards enhancing your 911 system. It is our hope that your county continues to ensure further public safety advancements in Florida.

Sincerely,

Signed by:

C2D1CD6A48B4448
Denise Adkins, Chairwoman
Florida Emergency Communications Board

DA/KR

cc: Palm Beach County 911 Coordinator

STATE GRANT APPLICATION

Basic Information

Application Submitted Date : 06-10-2026 15:33:18

County : PALM BEACH

Amount Requested: \$929,800.00

PDF Generated Date: 06-10-2026 15:33:44

Project Title: Tactical Mapping and Analytics

Procurement Method : NON-STATE

1. Chair, Board of County Commissioners

301 N Dixie Hwy
West Palm Beach , FL 33401
Palm Beach County

2. County 911 Coordinator

50 S Military Tr
West Palm Beach , FL 33415
Palm Beach County

3. Federal Tax ID Number

59-600078

4. County fact information

Number of PSAPs : 16 - 13 Primary, 3 Secondary

PSAP(s) in which grant funding will apply : All municipal PSAPs and FAU PD

Number of Call-taking Positions per PSAP : 2-50; breakdown attached

5. Financial Information

A) Current annual costs for 911 systems : \$2,659,987.57	B) Current annual costs for maintenance : \$1,526,002.67
C) Total amount of 911 fee revenue received : \$8,072,300.49	D) Carry-forward funding retained : \$712,324.00
E) Current carry-forward funding : \$10,963,515.00	F) Applied carry-forward funding : \$4,843,380.29
G) Minimum calculated amount for applied carry-forward funding :\$6,120,134.71	

6. Describe the existing system

Palm Beach County has thirteen (13) primary and three (3) secondary PSAPs on a single ESINet. These PSAPs are interoperable with both voice and text-to-911 calls. \nOur Call Handling Equipment (CHE) is Intrado VIPER v.7 and Motorola Vesta v.8.4. The diverse CHE provides an added layer of redundancy. \n\tAll PSAPs were migrated to our current ESINet in December 2023. \n\tWe are consolidating our Belle Glade and Eagle Communications Center to a single location at the Eagle Communications. This will operate as a backup PSAP for PBSO or other PSAPs. \n\tWe are currently hardware refreshing equipment at PBSO Eagle Communications Center and PBC Fire-Rescue.\n\tAside from dual circuitry, FirstNet connections are provided at several PSAP for

tertiary connectivity. \n*ItWe are implementing PSAP-initiated video, transcription and live translation through our current CHE providers. \nThe grant will be implemented in out municipal PSAPs and Florida Atlantic University on the Intrado VIPER system, PBSO, PBCFR and FHP will be implemented as part of our Vesta hardware refresh. \n

7. Describe the scope of work

RapidDeploy's Next Generation (NG911) Bundle works in tandem with the GIS Data Project. The NG911 Bundle combines Tactical Mapping and Data Analytics in a unique cloud-based Software-as-a-Service (SaaS) platform that assist public safety agencies in reducing response times, improving situational awareness, call processing times, call routing, resource performance, and data analytics reporting when responding to time-critical incidents. It will also provide the county with real-time situational awareness solving the challenge of effective real-time multi-agency communication between Call-Takers, Dispatchers and First Responders. The NG911 Bundle combines an advanced tactical mapping solution that leverages rich GIS data, more than 20 base map and feature layers and supplemental device location data with an analytics platform enabling data analysis, reporting on PSAP call performance, benchmarking and trend analysis into a single platform. This project allows for a single cloud-based solution to aggregate all sources into one platform. The RapidDeploy platform is agnostic and can be deployed with our VIPER and Vesta CHE.

8. Justification of the need for the proposed project

Palm Beach County will move to a standard 9-1-1 mapping product across the county. The move to RapidDeploy will provide extra layers of interoperability and resilience with the features in its NG911 bundle. The use of a cloud-based system will provide real-time uploads of GIS data without the need to upload data at each site. \nThe NG911 Bundle is a cloud-based solution using its RadiusPlus tactical mapping platform to provide ANI/ALI data, supplemental device location data through partnerships with Apple EED and Google ELS, and the ability to identify a 911 call placed within the PSAP's jurisdiction and mistakenly misrouted to a neighboring PSAP. RapidDeploy has also been able to deliver ANI/ALI data during carrier or core services outages. \nIn the event of a PSAP evacuation or outage, call takers can log into the RadiusPlus platform from any accessible internet accessible computer and access data specific to their county and region.\n

9. Justification of grant funding

Palm Beach County is currently making the following upgrades and projects: 1)Implementation of PSAP initiated video, transcription, and live translation; 2)Consolidating PBSO Belle Glade and PBSO Eagle Communications Center into a single location; 3) Hardware refresh of Vesta back room at the two (2) hosts; 4)Hardware refresh of Vesta 9-1-1 CHE at Eagle Communications Center and Palm Beach County Fire Rescue; 5) Upgrade of VIPER Hosts; 6)Implementation of a GIS Repository to align Region 7 and integrate with Region 6; 7)Implementation of ACD at Riviera Beach PD; and 8)Move of West Palm Beach PSAP due to mold remediation (a remodel and replacement of 911 workstations will be required).\n\nThe following projects are currently being planned: 1)Replace current dispatch console furniture at Palm Beach County Fire-Rescue; 2)Move of Riviera Beach Police Department PSAP to a permanent location; 3)Intrado refresh with possible migration to cloud solution; 4)Implementation of satellite back-up at PBSO Headquarters, and 5)CAD-to-CAD solution. \n\nPalm Beach County 9-1-1 revenues and capital funds will be used for the above projects. We have seen different 9-1-1 allocations trend downward over the past few years, along with an increase in monthly expenses for the 9-1-1 CHE and services. This has created a need to use grant funds for this project.

10. Project timeline

Upon notification of grant award, Palm Beach County will initiate a supplemental pricing schedule with AT&T. Contingent on any unexpected delays or issues, the anticipated schedule is:\n000-090 Days Procure hardware and services. Equipment order, awaiting delivery of equipment, and preparation of the work area to accommodate the new PC's.\n091-120 Days System configuration, installation, integration of local authoritative GIS data and testing. \n121- 150 Days Training, final acceptance test and system commissioning, final completion and payment and begin the 1st year maintenance and services.\n

11. Single or sole source justification, if applicable

Palm Beach County will be utilizing an existing Master Agreement to purchase and install this equipment as an addition to their current infrastructure. Palm Beach County Purchasing Policy and Procedures # CW-L-008, and AT&T Master Agreement 1588UA are attached to this application. AT&T is an authorized reseller of RapidDeploy. This will also allow the county to use their current AT&T maintenance agreement for service.

12. Previous service dates, if applicable

Not Applicable

13. Budget reports

Year 1

System: Hardware, Software, Equipment, & Labor

Item	Total Amount , Unit Price , Quantity
------	--------------------------------------

Rapid Deploy NG911 Bundle-60 seats-PSAP Mapping and PSAP Analytics per call handling position per month.	\$612,000.00	(\$25,500.00 X 24)
RapidDeploy Radius Mapping to NG911 Bundle Upgrade from Radius Mapping (911 Assist) to NG911 Bundle, adding Eclipse Analytics per Vesta call handling position per month.	\$289,800.00	(\$12,075.00 X 24)
RapidDeploy Emergency Data Gateway - Provisioning, Peripherals/Cabling and Shipping per device.	\$28,000.00	(\$3,500.00 X 8)

System Subtotal : \$929,800.00

Services: Training, Maintenance, and Warranty Items

Item	Total Amount , Unit Price , Quantity
------	--------------------------------------

Services Subtotal : \$0.00

Year 1 Budget Total : \$929,800.00

Overall Project Total : \$929,800.00

Carry-forward Funds Applied : \$0.00

Grant Request Total Less Carry-Forward Applied : \$929,800.00

14. Assurances

ACCEPTANCE OF TERMS AND CONDITIONS: The grantee accepts all grant terms and conditions. Grantee understands that grants are contingent upon the availability of funds.

DISCLAIMER: The grantee certifies that the facts and information contained in this application and any attached documents are true and correct.

A violation of this requirement may result in revocation of the grant and return of all grant funds and interest accrued (if any), pursuant to the Emergency Communications Board authority and any other remedy provided by law.

NOTIFICATION OF AWARDS: The grantee understands and accepts that the notice of award will be advertised on the Florida 911 website.

MAINTENANCE OF IMPROVEMENT AND EXPANSION: The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained. No substantial changes or departures from the original proposal shall be permitted unless the Emergency Communications Board gives prior written authorization. Any unauthorized change will necessitate the return of grant funds, and accrued interest (if any) to the Board.

The county certifies that all applicable county procurement rules/procedures has been met.

Failure to utilize grant funds as represented may jeopardize eligibility to be considered for future funding.

14. Authority

I hereby affirm my authority and responsibility for the use of funds requested.


SIGNATURE CHAIR, BOARD OF COUNTY COMMISSIONERS OR COUNTY MANAGER

8/24/26
Date

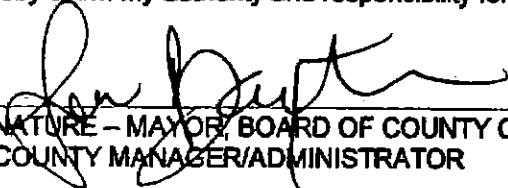
Tomer Nadler
Printed Name

MAINTENANCE OF IMPROVEMENT AND EXPANSION: The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained. No substantial changes or departures from the original proposal shall be permitted unless the E911 Board gives prior written authorization. Any unauthorized change will necessitate the return of grant funds, and accrued interest (if any) to the E911 Board.

The county certifies that all applicable state procurement rules/procedures have been met.
Failure to use grant funds as represented jeopardizes the grantee's eligibility to be considered for future funding.

15. Authority

I hereby affirm my authority and responsibility for the use of funds requested.



JUN 09 2026

SIGNATURE – MAYOR, BOARD OF COUNTY COMMISSIONERS OR COUNTY MANAGER/ADMINISTRATOR

R2026 0705

Sara Baxter

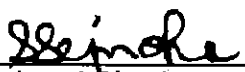
Printed Name

Mayor

Position

Regional Signatures if Applicable (add additional lines if needed)

Approved as to Terms and Conditions

By: 

Department Director

Approved as to Legal Sufficiency

By: 

Assistant County Attorney

TO: ALL COUNTY PERSONNEL

FROM: VERDENIA C. BAKER
COUNTY ADMINISTRATOR

PREPARED BY: PROCUREMENT DEPARTMENT

SUBJECT: PROCUREMENT POLICY AND PROCEDURES

PPM #: CW-L-008

<u>ISSUE DATE</u>	<u>EFFECTIVE DATE</u>
January 29, 2025	November 16, 2024

PURPOSE:

To establish general policies and procedures relating to the County’s procurement of non-construction related and non-exempt goods and services.

UPDATES:

Future updates to this PPM are the responsibility of the Director of Procurement.

AUTHORITY:

- Palm Beach County Code, Chapter 2, Article III, Sections 2-51 through 2-63, as may be amended (“County Procurement Code”)
- Palm Beach County Code, Chapter 2 Article III, Sections 2-80.20 through 2-80.30, Palm Beach County Code, as may be amended, (“County Office of Equal Business Opportunity Code”)
- Palm Beach County Code, Chapter 2 Article III, Sections 2-80.41 through 2-80.48, Palm Beach County Code, as may be amended, (“County Local Preference”)
- PPM # CW-O-043, as may be amended, (“Small/Minority/Women Business Enterprise (S/M/WBE) Utilization for the Procurement of Goods and Services, Including Construction Related Goods and Professional Services”)

DEFINITIONS:

For Definitions, see Attachment A.

POLICY:

It is the County’s policy to provide fair and open competition among all persons desiring to do business with the County in a manner that reduces the appearance and opportunity for

favoritism, and inspires public confidence that contracts are awarded in an equitable manner. It is also the County's policy to provide, encourage, and promote fair and equitable treatment for all persons desiring to do business and who currently do business with the County, and to obtain goods and services of satisfactory quality and quantity at a reasonable cost.

Notwithstanding the above, all goods and services purchased or reimbursed with federal monies shall be procured in accordance with PPM CW-L-049, Procurement of All Non-Construction Related Goods or Services Purchased or Reimbursed with Federal Funds.

PROCEDURES:

I. IDENTIFYING THE NEED

The User County Department has the primary responsibility of identifying its procurement need(s).

A. The User County Department shall determine:

1. What good or service is required;
2. When the good or service is required;
3. How often the good or service will be required;
4. The estimated cost of the good or service;
5. The source of funding for the good or service; (If federal funds are to be utilized, the User County Department shall provide the Procurement Department with all applicable federal requirements (i.e., representations and certifications, regulations, etc.) to be included in the solicitation.)
6. If the good or service is exempt from the Procurement Code, which may require review and approval from the Procurement Director, as defined by the Procurement Code, Section 2-51 (f) (1);
7. If the good or service is available from the warehouse –
If yes, a stock requisition is used;
8. If the good or service is available from an existing term contract -
If yes, a Delivery Order (DO) is used;
9. If the cost of the good or service is under \$10, 000 and NOT available from an existing term contract - *If yes, a Decentralized Purchase Order (DPO) is used;*

10. If the good or service is required to be approved by a Resource Manager -
If yes, the Resource Manager must review the request and approve it prior to submitting it to the Procurement Department;
11. If the good or service will be needed repetitively - *If yes, a term contract is appropriate;*
12. If the award of the good or service is dependent solely upon price - *If yes, an IFB or an RFQ is utilized;* and
13. If the award of the good or service is dependent upon established criteria which may include, but not be limited to, price – *If yes, an ITN, RFP or an RFS is utilized;*

B. Requisition Development.

1. At a minimum, the User County Department must complete the following before submitting a Requisition into the Advantage Financial ERP System:
 - a. Provide complete description of the good or service being requested
 - b. Provide complete, correct and updated manufacturer information, including part numbers
 - c. Provide a correct unit of measure
 - d. Provide correct procurement codes and CMA or KMA number, when applicable.
2. The User County Department must enter the Requisition into the Advantage Financial System **AT THE TIME** the supporting documentation has been forwarded to the Procurement Department. The Procurement Department will not begin working on a procurement until the Requisition for same has been received via the Advantage Financial System, with supporting documentation, including but not limited to the procurement checklist(s)

II. PROCESSES & PROCEDURES

- A. The Procurement Code governs the procurement of all construction and goods and services, including those goods and services that are revenue

generating.

- B. Construction related procurements - With the exception of resolving protests, the authority for construction related procurements is delegated under the Procurement Code to the following County Departments:
1. Engineering and Public Works (EPW)
 2. Water Utilities (WUD)
 3. Airports (DOA)
 4. Facilities Development and Operations (FDO)
 5. Environmental Resources Management (ERM)
- C. Exemptions to the Procurement Code - The Procurement Code does not apply to procurements listed as exempt in Section 2-51(f) of the Procurement Code; however, all exempt purchases shall, where possible, be competitively procured. The County's Affirmative Procurement Initiatives ("APIs") for small, minority and women-owned business enterprises ("S/M/WBE") and the Local Preference should be considered by User County Departments when making exempt purchases. Exempt purchases shall be made by written contract between the vendor and the Board of County Commissioners ("BCC") or an authorized designee; by direct payment in accordance with PPM #CW-L-035; or by purchase order. Each User County Department shall retain quotations obtained in reference to the exempt purchase(s), in accordance with the Florida Records Retention Laws.
- D. Authority of the Procurement Director - The Procurement Director may:
1. Execute any term contract, purchase order, or exempt contract on behalf of the County in an amount less than \$300,000.00 (per year) and for a duration not to exceed five (5) years;
 2. Authorize one-time increase of demand or usage up to 10% or less to the authorized expenditure amount of a BCC approved contract or a contract within the signatory authority and previously approved by the Director of Procurement whereby the new total amount of the contract does not exceed \$300,000 per annum;
 3. Authorize one-time increase of demand or usage up to 15% with the County Administrator's approval to the authorized expenditure amount of a BCC approved contract or a contract within the signatory authority and previously approved by the Director of Procurement whereby the new total amount of the contract does not exceed \$300,000 per annum;
 4. For contracts executed and approved by the BCC, the Director of Procurement may authorize decreases or increases to the authorized

revenue or expenditure amount(s) of a satisfactorily performing contract, including exempt and/or alternate source contracts, for increased demand or usage up to ten percent (10%) and with the Administrator's approval up to fifteen percent (15%); except that increases of more than fifteen percent (15%) to authorized expenditure amounts which have reached or exceeded three hundred thousand dollars (\$300,000) but are less than five hundred thousand dollars (\$500,000) per annum must be approved by the Contract Review Committee. After Contract Review Committee approval of an increased authorized expenditure amount, the Director of Procurement may authorize additional increases of up to ten percent (10%) and with the Administrator's approval up to fifteen percent (15%) of the increased authorized expenditure amount. Any individual increase to a Board approved contract that is equal to or exceeds \$500,000 must be approved by the Board.

5. Approve extensions of delivery dates and performance time on contracts up to a maximum of six (6) months for term contracts, including exempt and/or alternate source contracts. After Board approval of an extension of delivery dates or performance time, the Director of Procurement may authorize additional delivery dates or performance time extensions up to six (6) months. Further, changes to the Contract, including exempt and/or alternate source contracts, may be made by the Director of Procurement if considered minor or non-material in nature;
6. Terminate non-construction contracts, including exempt contracts, of any amount in accordance with the terms and conditions of the contract and in consultation with the County Attorney's Office ("CAO"), with the County Administration review and approval;
7. Submit to the Board, as a receive and file item, a list of contracts terminated, at least on a quarterly basis;
8. In consultation with the Director of Facilities Development and Operations, calculate and publish every 3 years an adjustment to the contract approval authority of \$300,000 based on the Engineering News Record's Building Cost Index;
9. Assist County Departments with the review and approval of internal PPMs regarding exempt purchases; and
10. Administer and manage a procurement/purchasing ("Pcard") program for County Departments' usage;

- E. Resource Manager - Requests for the following procurements must be reviewed and approved by the appropriate Resource Manager prior to submitting the request to the Procurement Department. This will ensure that the requested good or service meets established County standards:
1. **FDO** - moving services, furniture, storage space (rental/purchase/lease), and law enforcement services
 2. **FDO/ELECTRONIC SERVICES DIVISION** - radio, audio, video, fire, security systems and background checks
 3. **FDO/FLEET MANAGEMENT** - vehicle purchases
 4. **FDO/PREM** - appraisal services
 5. **PUBLIC AFFAIRS** - color copiers, printing services, video services, promotional items, stationery paper
 6. **ISS** - computer and telecommunications related goods and services
 7. **RISK MANAGEMENT** - insurance and occupational health related goods and services
 8. **PROCUREMENT/WAREHOUSE** – non-stationery paper products
- F. Authority of the BCC - All contracts valued at \$300,000 or more shall be approved by the BCC. The Procurement Director shall place said contracts on the BCC Agenda or Procurement's contract list for consideration during a regularly scheduled meeting or workshop.
- G. Alternate Source Selection - Alternate Source Selections have procurement processes that are different from an ITN, RFP, RFS, IFB or RFQ.
1. Small purchases - Any purchase for an amount over the Decentralized Purchase Order Amount and less than the Mandatory Bid or Proposal Amount shall be made in accordance with policies and procedures promulgated by the Procurement Department utilizing an RFQ or an RFS or other such procurement method authorized herein or in said policies and procedures. However, the Director of Procurement has the sole discretion to utilize the IFB, ITN, RPQ or the RFP processes if the procurement is complex or for other sound reason, even though the specific good or service is budgeted less than the Mandatory Bid or Proposal Amount.

2. **Sole-source purchase - Where there is only one (1) good or service that meets an essential requirement of the User County Department, as determined by a reasonable and thorough analysis of the marketplace, and it is available from only one (1) source. A competitive process will not be conducted. In summary, the following is required:**
 - a. A requisition within the ERP/Advantage system is required. Additionally, written documentation, signed by the Director of the User County Department justifying why the requested good or service is the only one (1) that will meet the Department's specific need;
 - b. Written documentation from the vendor/supplier stating that they are the only source of supply for the requested good or service. If the supplier is not the manufacturer, additional written documentation must be provided in which the manufacturer attests that the vendor is their sole supplier for the requested good or service;
 - c. Procurement will post a Notice of Intent to Designate a Sole Source for ten (10) business days, for goods and services NOT the subject of a Request for Information ("RFI") within the preceding six (6) months;
 - d. Written approval from the Procurement Director is required demonstrating approval of the requested sole source. This documentation **MUST** be completed, prior to the User County Department moving forward with the vendor;
 - e. The sole source may remain in place for up to five (5) years, after approval;
 - f. Annually, the User Department shall obtain new written documentation from the sole source vendor attesting the original conditions still exist; and
 - g. The User Department is responsible for monitoring the marketplace during the term of the sole source contract to ensure the goods and services are still a sole source.
 - h. Procedure for User County Departments:
 - (1) Establishment of a sole source procurement:

(a) The User County Department shall obtain written sole source justification/documentation from the vendor/manufacture. This information must clearly establish that the vendor is a sole source provider for the goods or services sought.

(b) Upon receipt of the sole source justification/documentation from the User County Department, Procurement's Buying staff shall post a Notice of Intent to Designate a Sole Source for ten (10) business days, for goods and services sought, which WERE NOT subject to a Request for Information ("RFI") within the preceding six (6) months. Vendors shall have up to ten (10) business days after posting of the Notice to submit written explanation or other documentation contesting that proposed designation as a Sole Source. The Director of Procurement or designee shall consider such submittals and notify all submitting vendors of the decision whether the procurement will be designated as a Sole Source, which decision shall not be subject to objection, protest, or appeal under the Procurement Code.

i. If no vendor responses are received, the Procurement Director shall continue the review and approval of the Sole source, utilizing a Form B.

Once receipt of the Procurement Director's approval of a sole source, Purchasing staff shall submit the County's terms and conditions to the Vendor for review.

(2) If the Sole Source Provider ACCEPTS the County's standard terms and conditions (i.e., boilerplate) and does not provide its own terms and conditions to the Procurement Department:

(a) Procurement's Buyer staff assemble the

contract and send it directly to the Sole Source Provider for signature. Any contract sent to a Sole Source Provider electronically **MUST** be in pdf format.

The Sole Source Provider shall return the executed contract to the Procurement Buying staff.

- (b) Once legal review, if applicable, is complete and all necessary signatures are obtained, the contract shall be processed for final approval and signature.
- (3) If, the Vendor does **NOT** accept the County's standard terms and conditions (i.e., boilerplate) and provides its own terms and conditions:
- (a) Upon receipt of the Sole Source Provider's terms and conditions, the Procurement Department shall submit these terms to the User County Department for review. If they are *not* acceptable, the User County Department must work with the Sole Source Provider to arrive at acceptable terms and conditions. The User County Department shall involve the CAO for assistance when terms and conditions submitted by the Sole Source Provider are different from the County's standard terms and conditions. The User County Department is to work with the CAO until a mutually acceptable agreement is reached between the User County Department and the Sole Source Provider. Once finalized, the agreed upon terms and conditions and the proposal/scope of work/specifications are submitted to the Procurement Buying staff, with the CAO's written approval of the negotiated terms and conditions.
 - (b) Insurance: The Procurement and Risk Management Departments have developed a process for resolving insurance related issues pertaining to sole source contracts. If insurance *is an issue*, the User County Department should contact Risk Management

as soon as possible. The User Department shall submit all approvals for insurance to the Buying staff for the procurement file.

- (c) The Procurement Buying staff shall assemble the contract and send it to the Sole Source Provider for final signature. Any contract sent to a Sole Source Provider electronically **MUST** be in pdf format.
 - (d) Once signed by the vendor, the Buyer will forward the contract to the CAO for review, signature, and approval as to legal form and sufficiency. Upon signature of the Sole Source Provider and the Assistant County Attorney, the Buyer will process the contract for final County approval.
- 3. Proprietary Purchase - Where there is **only** one (1) good or service that meets an essential requirement of the User County Department, as determined by a reasonable and thorough analysis of the marketplace; however, the good or service is available from **more** than one (1) source. A competitive process shall be conducted based on the proprietary specification. The following is required:
 - a. Written documentation, signed by the Director of the User County Department justifying why the requested good or service is the **only** one (1) good or service that will meet the Department's specific need; and
 - b. Verification that there is more than one (1) potential vendor that can provide the good or service.
 - c. Procurement Buying staff will complete market research to verify the information and submit for the Procurement Director's review and approval.
- 4. Emergency Purchase - An emergency purchase is a procurement made in response to a need when the delay incident to complying with all governing rules, regulations or procedures would be detrimental to the interests, health, safety, or welfare of the County. A contract for an emergency purchase is generally necessary when the need for the good(s) or service(s) is imminent and time does not allow for a solicitation to be conducted. A confirming order is utilized when, due to the nature of the emergency, it was necessary for the User County Department to immediately procure the good(s) or service(s), and the

only work that needs to be done is the processing of the invoice for payment via a purchase order.

- a. The Director of the User County Department must submit written verification of the emergency to the Procurement Director. The Procurement Director may authorize emergency purchases under \$300,000. Emergency purchases of \$300,000 or more shall be approved by the BCC or, in the event of exigent circumstances, approved by the Procurement Director and then ratified by the BCC.
 - b. If the Request for an emergency purchase is not considered by the Procurement Director to be based upon an emergency (i.e., created by lack of planning by the User County Department), then the request may be forwarded to County Administration for approval prior to issuing the purchase order or contract.
 - c. To ensure effective future strategic planning for purchases occurs, including contingencies for emergencies, the User Department and Procurement Buying staff shall work collaboratively to identify cooperative or piggyback contracts or complete newly solicited bid(s) to better manage future emergency purchases/contracts.
5. **Piggyback Purchases** - Notwithstanding any requirements of the Procurement Code, the purchase of goods or services under contract with a federal, state or municipal government or any other governmental agency, political subdivision, or government-related association, may be piggybacked or purchased off contracts of other entities providing that:
 - a. The County Department, in consultation with the Director of Procurement, has determined that the piggyback purchase is deemed advantageous to the County;
 - b. The contractor (i) extends the terms and conditions specified in the originating contract to the County and the County accepts the terms and conditions specified; and (ii) in the event the County requires additional contract language, the vendor agrees to such additional County terms and conditions;
 - c. The goods or services available under the originating contract meet the County's needs and specifications;
 - d. The specifications of the goods or scope of services being

purchased from the originating contract do not substantially differ from the specifications or scope in the originating contract;

- e. For originating contracts not procured by cooperatives or which are not indefinite quantity contracts, the Director of Procurement, in consultation with the CAO, will determine whether the quantity needed by the County can be purchased under the originating contract;
- f. The Procurement and County Department determines and documents that the impact to local vendors is minimally negative or is a benefit to the County that positively outweighs any negative impact to local vendors;
- g. There are no certified S/M/WBE vendors, with capacity, that can provide the service as required, and to the extent required by the County Department; and
- h. The originating entity utilized a competitive process similar to the County's, as determined by the Director of Procurement. However, this provision is not applicable to contracts procured or solicited by the State of Florida or the Florida Sheriff's Association or the U.S. General Services Administration (GSA Schedules).
- i. Documentation from the Procurement Department determining that the originating entity utilized a competitive process similar to the County's. The Procurement Buying staff will utilize an addendum requiring the County's terms and conditions, which is reviewed and approved by the CAO.

The User County Department must review and approve the usage of the originating piggyback contract and provide the documentation requested in the above paragraphs to the Procurement Department. Procurement Buying staff must obtain the review and approval of the contract, solicitation and addendum from the County's Attorney office. Upon approval, the Procurement staff shall complete the process by either obtaining the required contract signatures, BCC approval or delegated signature authority from the Procurement Director.

- 6. Cooperative Purchases - The County may participate in, sponsor, conduct, or administer a cooperative purchase with other governmental entities for the procurement of goods or services. In this instance, the County would join one (1) or more entities that share the same requirement and combine their estimated usages with a

common goal to achieve the best price based on economies of scale.

7. Direct Purchases - In the event that **no** bids are received, and that **no** significant alterations in the specifications, qualifications, or terms and conditions can be made to encourage competition, the Procurement Director may directly purchase the goods or services from any qualified vendor that is able to meet the original bid specifications.
8. Prequalification of Vendors - Prospective vendors may be pre-qualified for specified types of goods or services when deemed advantageous to the County regardless of whether the amount of each order for a good or service will be above or below the County's Mandatory Bid or Proposal Amount; however, projects over the Mandatory Bid or Proposal Amount must be advertised on the County's vendor self-service website.
9. Items for Resale - All applicable User County Departments, working jointly with the Procurement Department, shall implement policies and procedures regarding the procurement of items for resale. The User County Department, with Procurement staff review and approval, shall conduct a thorough market research analysis of the available items for resale in order to determine the specific types of goods to be procured. A marketing analysis shall not result in the purchase of goods without a competitive or alternate source selection process conducted by the Procurement Department.
10. Sales tax recovery program for construction-related purchases – A purchase order for the procurement of a good or service that is included in a capital improvement project may be approved by the Procurement Director or by the Director of the appropriate Construction Department in accordance with the County's sales tax recovery program.
11. Informal Competitive Solicitation Process - Solicitations for goods or services valued at less than the Mandatory Bid or Proposal Amount shall be made in accordance with policies and procedures established by the Procurement Department for Requests for Quotes and Requests for Submittals. However, the Director of Procurement has the sole discretion to utilize the IFB process or the RFP process or ITN process if the procurement is complex or for other sound reason, even though the specific good or service is budgeted less than the Mandatory Bid or Proposal Amount.

III. SPECIFICATIONS/SCOPE OF WORK

A. Elements of a Good Specification/Scope of Work:

1. Identifies minimum requirements in a clear and concise manner;
2. Requirements are based upon a justifiable County need - not upon a preference or bias;
3. Allows for a competitive solicitation;
4. Are measurable in order to ensure compliance; and
5. May include regularly scheduled reporting requirement(s) from the vendor.

B. Types of Specifications/Scope of Work:

1. Design Specification/Scope of Work - Usually used in construction (i.e. buildings, bridges, etc.) and tells the vendor how the product/project is to be manufactured/built. Design specifications/scope of work are restrictive by nature and limit competition.
2. Performance or Functional Specification/Scope of Work - Defines levels of performance without detailing how and what will be used to accomplish the end result. Performance specifications/scopes of work allow for maximum competition.
3. Combination Specification/Scope of Work (design/ performance) - Defines levels of performance in addition to specific design features.
4. Brand Name or Equal Specification/Scope of Work - Used when specifications of a specific brand or its equivalent are required. Brand Name or Equal Specifications/Scopes of Work allow for full and open competition. Prior to writing the specification/scope of work, the User County Department, working jointly with Procurement staff, is encouraged to research, for comparison purposes, two (2) or three (3) acceptable products so as not to be restrictive in its specifications.

C. Specification/Scope of Work Responsibilities:

1. User County Department staff shall:
 - a. Write specifications/scopes of work
 - b. Submit specifications/scopes of work to Resource Manager, EBO Goal Setting Committee, if required, Procurement Department in a timely manner to ensure timely solicitation

of the awarded bid or contract, so to avoid possible gaps in services.

2. Resource Manager shall:
 - a. Ensure that specifications/scopes of work are within the approved County standards for that particular good or service.
 - b. Submit approval of specifications/scopes of work in a timely manner.
3. Procurement Department staff shall:
 - a. Ensure that specifications/scopes of work are open and competitive.
 - b. Resolve issues raised by prospective bidders/proposers regarding flawed or restrictive specifications/scopes of work.

IV. SBE and Local Preferences

A. Small Business Enterprise

1. The SBE program ensures that those SBEs certified by the OEBO have the maximum opportunity to participate in the County's purchasing processes.
2. Generally, in the case of IFBs and RFQs, a responsive, responsible certified SBE meeting or exceeding the established goal shall supplant the non-SBE bidder as long as the SBE bid does not exceed the low bid amount by 10%.
3. Generally, in the case of RFPs, ITNs and RFSs, certified SBE's shall be eligible to receive points, not to exceed 15% of the total number of possible points awarded, for SBE participation, as determined by the Goal Setting Committee.
4. The OEBO is responsible for reviewing all IFB and RFP responses as to compliance with SBE requirements. Award recommendations cannot be finalized until this evaluation is received and considered.
5. The OEBO Department is responsible for reviewing all RFQ and RFS responses with regard to compliance with SBE requirements.

Award recommendations cannot be finalized until this evaluation is completed.

6. The OEBO Department may be responsible for reviewing quote responses to Requests for Prequalification solicitations as to compliance with SBE requirements. Award recommendations cannot be finalized until this evaluation is complete.
7. The SBE Preference takes precedence over the Local Preference and the Glades Local Preference.

B. Local Preference ("LP")

1. The Local Preference Code applies to procurements equal to or greater than \$10,000.
2. A preference is given to bidders/proposers who have a permanent place of business in Palm Beach County prior to the County's issuance of a solicitation for the purchase of goods or services. Please refer to the Local Preference Code for specific details.
3. In the case of an IFB or an RFQ, a responsive, responsible local bidder who meets the above referenced requirements shall supplant the non-local bidder as long as the local vendor's bid does not exceed the low bid amount by 5%.
4. In the case of an RFP, ITN or an RFS, local vendors shall be eligible to receive points, not to exceed 5% of the total number of possible points awarded), which will be set forth in the RFP or RFS as an evaluation/scoring criteria entitled "business location".
5. Glades Local Preference: A Glades Local Preference is given to Glades businesses responding to County solicitations for goods and services that are specifically utilized for County projects in the Glades. This Preference is administered according to the information set forth in sub-paragraphs 1. through 4. hereinabove.

V. PROTEST PROCESS

- A. Right to protest – As stated within the Procurement Code, Section 2-55, any actual or prospective bidder or proposer who is aggrieved in connection with a pending award of an IFB, RFP or an ITN may submit a written protest to the Procurement Director within five (5) business days of the posting of the notice of award recommendation. *The procurement in dispute is stayed and no award will be made until the Protest is resolved.*

- B. The protest shall be in writing and shall identify the protestor and the solicitation, shall include a factual summary of the basis of the protest and shall include a protest bond in the amount of: 1) one thousand five hundred dollars (\$1,500) for solicitations less than one million dollars (\$1,000,000); 2) three thousand dollars (\$3,000) for solicitations one million dollars (\$1,000,000) to less than five million dollars (\$5,000,000) or 3) five thousand dollars (\$5,000) for solicitations five million dollars (\$5,000,000) or greater, which bond shall be remitted in the form of a money order, a certified check, a cashier's check, or a bank check payable to Palm Beach County.
- C. A protest is considered filed when it is received and date/time stamped by the Department of Procurement. The date/time stamp of the Procurement Department shall control when determining whether the protest was received by the Director of Procurement within the time frame specified for the notice of protest. Neither the Director of Procurement nor a special master shall consider any issue not submitted in writing within the time frame specified for the notice of protest.
- D. The Procurement Director shall review the written protest and will either uphold or deny the protest. The Office of EBO will be involved in the protest when the protestor is a certified SBE or if the protest involves an SBE issue.
- E. If the protest is denied by the Procurement Director, the protestor may request a hearing before a Special Master. The request for a hearing shall be in writing to the Director of Procurement and must be received by the Director of Procurement within five (5) business days of issuance of the Director of Procurement's determination. The Special Master shall make a determination with regard to the protest. During the time, the protestor's bond is held by the Procurement Department, pending the outcome of the Special Master.
- F. If the protestor does not accept the decision of the Special Master, the protestor may appeal the decision to the 15th Judicial Circuit Court.
- G. The protest may be upheld based upon a violation of the provisions of this Procurement/Purchasing Code or of any other County Ordinance, resolution, policy, or procedure, or upon discovery of an irregularity or procedural flaw that is so severe as to render the process invalid. If the upholding of the protest will result in a change of the recommended awardee, a new recommended award shall be posted. If the upholding of the protest will result in a cancellation of the protested solicitation, a recommendation to uphold the protest and cancel the solicitation will be made to the Administrator, who may then direct the cancellation of the solicitation. If the protest is upheld, the Procurement Department shall return the protestor's bond to the protestor.

VI. VENDOR PERFORMANCE

- A. A vendor has failed to perform when a specification, term, or condition of the contract has not been met. In this case, the User County Department must:
1. Notify the vendor's contact person of the failure or infraction;
 2. Document the vendor's failure or infraction when noticed;
 3. Timely notify the Procurement Department and complete a Vendor Performance Report (<https://pbcportal.pbcgov.org/purchasing/Procurement/Forms/FormsandInformation.aspx>).
The User County Department should advise the Procurement Department of the vendor performance problem well in advance of requesting termination of that vendor's contract.
 4. Be aware of the termination clause in the contracting document - the vendor is typically given ten (10) days to cure a default; and
 5. Consider suspension or debarment of vendor. Upon receipt of the Vendor Performance Report and supporting documentation, the Procurement Department will, in a timely manner, contact the vendor in an effort to resolve the non-performance issue(s). The User County Department will be kept informed of all activity conducted by the Procurement Department with regard to the Vendor Performance Report.
- B. The administration and monitoring of all procurement contracts is the sole responsibility of the User County Department. For satisfactory vendor performance, communication between the User County Department, the vendor, and the Procurement Department is of the utmost importance.

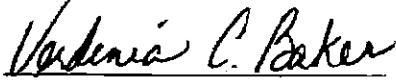
VII. CONTRACT CLOSEOUT

- A. The User County Department shall adhere to the terms and conditions, as noted within the County's standard terms and conditions related to contract closeout. The language is as follows:

Contractor shall submit any pending invoice(s) and/or report(s), along with any required documents, to the County within forty-five (45) business days after the termination or expiration of the contract in order to close-out the contract ("Closeout Period"). These invoice(s) and/or report(s), including but not limited to vendor performance report(s), shall reflect work required and completed during the contract term. The County shall deem invoices

received during and prior to the expiration of the Closeout Period as final billing for goods and services provided under the contract. Contractor's failure to submit pending invoices during the Closeout Period shall serve as an admission that no pending invoices remain. Nothing herein shall limit the County's discretion to make the final determination whether payment may be made to Contractor after the expiration or termination of the contract.

It is the responsibility of the User County Department to ensure timely payments, receipt of all required documents/reports pertaining to the contract, up to forty-five (45) days after the contract expiration date.


VERDENIA C. BAKER
COUNTY ADMINISTRATOR

Supersession History:

1. PPM# CW-L-008, effective 07/01/1988
2. PPM# CW-L-008, effective 02/08/1994
3. PPM# CW-L-008, effective 10/30/1998
4. PPM# CW-L-008, effective 10/01/2006
5. PPM# CW-L-008, effective 06/15/2009
6. PPM# CW-L-008, effective 01/22/2015
7. PPM# CW-L-008, effective 03/20/2018

ATTACHMENT A

Centralized Purchase Order ("CPO") - a contracting method generated from a requisition for a one-time purchase of goods or services and generally established through procurement methods such as an IFB, RFP, RFQ or RFS.

Consultant/Contractor/Supplier/Vendor - a provider of goods and/or services to the County Department(s). These terms may be used interchangeably.

Contract - a binding written agreement, enforceable by law, between two (2) or more parties for the purchase or sale of goods or services. A purchase order is a contract.

Contract Administration - the functions that are performed after all parties have signed a contract. Typical contract administration activities are goal-oriented and are aimed at ensuring compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract. Contract Administration also involves payment for goods and services through the usage of invoice(s).

Contract Review Committee - the committee established by Board Resolution R89-633, as may be amended, the duties and responsibilities of which are set forth in County policies and procedures, as may be amended.

Debarment - the exclusion for cause of a vendor or contractor from responding to any County solicitation or from doing business with the County directly or indirectly.

Decentralized Purchase Order ("DPO") - a contracting method of procuring purchases valued under \$10,000 issued by the User County Department. A competitive process is encouraged, and Resource Manager approval is required, if applicable. The SBE Preference is applicable to DPOs, and the Local Preference should also be considered when making a small dollar purchase. A DPO cannot be used for goods or services that: are equal to or in excess of \$10,000; available under a term contract; available from the Procurement Warehouse or from Graphics; require pre-payment, unless authorized; or, are repetitive. Further, no purchase shall be artificially divided so as to constitute a small purchase.

Direct Special Payable Purchase Orders ("SPO") / Exempt Purchase Orders ("EPO") - a form of purchase order used only for the one time purchase of goods and services exempt from the Procurement Code.

Emergency Purchase - a procurement made in response to a need when the delay incident to complying with all governing rules, regulations, or procedures would be detrimental to the interests, health, safety, or welfare of the County.

Equal Business Opportunity Ordinance - the EBO Ordinance, as adopted by the Board and implemented through the Office of Equal Business Opportunity.

Equal Business Opportunity Program Policies and Procedures - the EBO PPM, as implemented through the Office of Equal Business Opportunity.

Exempt Purchase - a procurement identified as an exempt purchase in Section 2-51(f)(1) of the Procurement Code.

Goods - any tangible personal property other than services or real property.

Invitation for Bid ("IFB") - a solicitation used in the formal competitive bid process to solicit sealed bids for the purchase of goods or services that are equal to or greater than the Mandatory Bid or Proposal Amount, \$150,000, where price is the determining factor for award. The specifications for IFBs are detailed and well defined. All IFBs are advertised on the vendor self-service website, specifically Published Solicitations. IFBs are normally used for complex procurements notwithstanding the value, and for all procurements exceeding the Mandatory Bid or Proposal Amount. A formal protest process is available to bidders. Awards are made to the lowest responsive, responsible bidder and within the guidelines established by the County's EBO and the Local Preference Ordinances.

Invitation to Negotiate ("ITN") - a formal competitive proposal process to solicit sealed proposals for a good or service that is equal to or greater than the Mandatory Bid or Proposal Amount and where the evaluation is based on established criteria which may include, but is not limited to, price. All ITNs are advertised on the vendor self-service website, specifically under Published Solicitations. After receipt of proposals, the County may short-list one or more responsive proposers to negotiate the best value.

Local Preference Ordinance - an ordinance adopted by the Board that applies a local preference to responses submitted by local vendors to solicitations for construction and non-construction goods and services as defined in Sections 2-80.41 through 2-80.48 of the Palm Beach County Code.

Mandatory Bid or Proposal Amount - all purchases equal to or greater than \$150,000 require a formal competitive bid or proposal process.

Notice of Award Recommendation - a written notice publicly posted, in a designated location(s) or on a designated website, prior to announcing the award of a contract to notify interested parties of the intended award. The protest period shall commence upon posting of the Notice of Award Recommendation.

Posting - an act whereby the County publicly notices, in a designated location(s) or on a designated website, the recommended awardee of an Invitation for Bid, Invitation to Negotiate, or a Request for Proposal.

Procurement or Purchasing (the terms will be used interchangeably throughout this PPM) - purchasing, renting, leasing, or otherwise obtaining any goods or services; includes all functions that pertain to the procurement, including description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration. Also, procurement encompasses the combined functions of purchasing,

inventory control, traffic and transportation, receiving, inspection, storekeeping, salvage, and disposal operations.

Purchase Order— a contract used to authorize a purchase from a vendor that includes specific goods or services ordered, applicable terms as to payment, discounts, date of performance and transportation; and other factors pertinent to the transaction. A Purchase Order is referred to herein as a Contract, which is generated from a requisition and generally established through procurement methods such as an IFB, ITN, RFP, RFQ, or RFS. The County utilizes various forms of purchase orders, such as Decentralized Purchase Orders (“DPO”), Centralized Purchase Orders (“CPO”), Exempt Purchase Orders (“EPO”), Direct Special Payable Purchase Orders (“SPO”) and Contract Notice Purchase Orders (“KPO”).

Request for Information (“RFI”) - a non-binding and non-competitive process used to obtain comments, feedback, information or reactions from potential vendors prior to the County issuing a solicitation.

Generally, exact or specific pricing or cost is not required. Vendor feedback may include best practices, industry standards, licensing requirements, technology matters, etc. The RFI is used to inform the County on what procurement method is needed, if any, and assist the County in determining requirements or specifications for any subsequent solicitation.

Request for Quotation (“RFQ”) - a solicitation used in the informal competitive bid process to solicit quotations for a specific good or service that is less than the Mandatory Bid or Proposal Amount where price is the determining factor. No protest process is available for RFQs. All RFQs are advertised on the vendor self-service website, specifically Published Solicitations. Awards are made to the lowest responsive, responsible quoter and within the guidelines established by the County’s EBO and the Local Preference Ordinance.

Request for Proposal (“RFP”) - a solicitation used in the formal competitive proposal process to solicit sealed proposals for a good or service that is equal to or greater than the Mandatory Bid or Proposal Amount, \$150,000, and where the evaluation is based on established criteria which may include, but is not limited to, price. All RFPs are advertised on the vendor self-service website, specifically Published Solicitations. A formal protest process is available for RFPs. Evaluation of proposals is conducted by a Selection Committee and is based on previously established criteria which may include, but is not limited to, price. Generally, awards are made to a responsive, responsible proposer and within the guidelines established by the County’s EBO and the Local Preference Ordinances.

Request for Submittal (“RFS”) - an informal competitive submittal process for services or goods valued under \$150,000. All RFSs are advertised on the vendor self-service website, specifically under Published Solicitations. No protest process is available for RFSs. Evaluation of an RFS is done by the User County Department and the award is based on previously established criteria which may include, but is not limited to, price. Generally, awards are made to a responsive, responsible respondent and within the guidelines established by the County’s SBE Ordinance and the Local Preference Code.

Resource Manager - the director of a County Department or designee, who has the joint

responsibility with the Procurement Department to monitor and approve the County's procurements of specific commodity groups as specified in the Procurement Department's policies and procedures.

Responsible Bidder, Quoter, Proposer, or Respondent - a bidder, quoter, proposer, or respondent who is fully capable of meeting all the requirements contained in the solicitation.

Responsive Bid, Quote, Proposal, Submittal, or Response - a bid, proposal, submittal, quotation, or response that conforms in all material respects to the solicitation.

Services - the furnishing of labor, time, or effort by a contractor wherein the provisions of goods or other specific end products (other than reports, studies, plans, advisories, contractual documents, or other documents relating to the required performance) is secondary. Construction is a form of services.

Shall - denotes mandatory.

Small/Minority/Women Business Enterprise ("S/M/WBE") - a business as defined in the EBO Ordinance and the EBO PPM.

Sole Source - denotes there is only one (1) good or service that meets the need of the County Department and that good or service is available through only one (1) source as determined by a reasonably thorough analysis of the marketplace.

Specification - the description within a solicitation or contract for the good or service to be provided by a Contractor.

Suspension - the suspending for cause of a Vendor or Contractor from responding to any County solicitation, or from doing any new business with the County, for up to a two-year period.

Scope of Work - a narrative description of a project's goals/agenda. The Scope of Work describes the basic framework within which a vendor is expected to operate, i.e., the work to be performed and/or the results to be achieved. It should include a summary of the statutory, regulatory and programmatic basis of the project.

Term Contract ("CMA"/"KMA") - a contracting method in which delivery times and quantities to be purchased may not be known at the time of contracting. Term contracts may also be awarded for those goods or services requiring fixed fees and fixed time frames. Term contracts can be awarded for a term of up to five (5) years.



AT&T Proposal to Palm Beach County 9-1-1 Florida for RapidDeploy NG9-1-1 Bundle and RapidDeploy Eclipse

AT&T Proposal to Palm Beach County 9-1-1 Florida for Rapid Deploy NG9-1-1 Bundle and Rapid
Deploy Eclipse

April 13, 2026

Jennifer Downs
Senior Application Sales Executive III
209 E Capitol St.
Jackson, MS 39201
601-826-8116
jd236u@att.com



Proposal Validity Period—The information and pricing contained in this response (the “Response” or the “Proposal”) is valid for a period of sixty (60) days from the date written on the Proposal cover page, unless rescinded or extended in writing by AT&T.

Terms and Conditions—This Proposal is conditioned upon negotiation of mutually acceptable terms and conditions.

Proposal Pricing—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this Proposal. Any changes or variations in the proposed terms and conditions, the products/services/quantities, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

Providers of Service—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. AT&T Corp. is an AT&T company, is the proposer for itself and on behalf of its service-providing affiliates.

Software—Any software used with the products and services provided in connection with this Response will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, and they will take precedence over any agreement between the parties as relates to such software.

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Executive Summary

AT&T qualifications

AT&T is uniquely qualified to perform the work described in this proposal. AT&T, a \$147B company, is a recognized leader in National Public Safety. A major part of the AT&T Corporation is our Commercial, Consumer, Enterprise, and Government Leadership. AT&T has a robust Public Safety Solutions practice that serves Public Safety Agencies nationwide with legacy and Next Generation 9-1-1 call routing (ESInet), Call Handling, Location Services, Computer Aided Dispatch (CAD), GIS, Records Management, Jail Management, AVL, Security, Cloud solutions, IP Networks, Wireless solutions, Internet of Things (IoT), Unified Communications and many more applications and services. AT&T is driving the convergence and integration of communication technologies and applying its skill and resources to the public safety sector to manage emergency response more quickly and effectively.

AT&T was one of the first carriers to implement the original 9-1-1 service, enhanced 9-1-1 and now Next Generation 9-1-1. Because of this, AT&T has an unparalleled historical knowledge of 9-1-1 operations and platforms. AT&T has almost 50 years' experience in 9-1-1 call routing as well as installing, maintaining, and hosting 9-1-1 call handling solutions. Today, AT&T provides 911 services to more than 3,800 PSAPs nationwide.

In March 2017, AT&T was selected by the First Responder Network Authority (FirstNet) to build and manage the first broadband network dedicated to America's police, firefighters, and emergency medical services (EMS). The FirstNet network will cover all 50 states, 5 U.S. territories and the District of Columbia, including rural communities and tribal lands in those states and territories.

Support from AT&T's experienced Public Safety Solutions Team

Your AT&T Public Safety Teams have extensive experience with a wide portfolio of communication products and services related to public safety. This experience makes us





experts at designing and supporting solutions such as our proposal for Next Generation 9-1-1 services provided by RapidDeploy’s NG9-1-1 Bundle solution. Your AT&T Public Safety Service Management, Field Services and Account Teams will continue to provide world class customer service to the district and to your PSAPs.

Table 1: AT&T’s Palm Beach County 9-1-1 Florida’s Public Safety Solutions Team

Name	Title	Phone Number	Email
Jennifer Downs	Application Sales Executive	601-826-8116	jd236u@att.com
Billy Blankenship	Lead Sales System Engineer	512-496-8921	bb7526@att.com
Dustin Alexander	Regional Sales Director	214-991-0049	dustin.alexander@att.com
Robbi GLEICHAUF	Core Account Manager	904-563-3692	rg410y@att.com

AT&T understands the importance of this significant project and how it will positively impact Public Safety for the residents of Palm Beach County 9-1-1, surrounding areas and those traveling through. We look forward to expanding our relationship with the district as we execute this high visibility, high priority project. Thank you for considering our proposal.

RapidDeploy Company Overview

RapidDeploy was founded in 2014 by first responders in Cape Town, South Africa, and has been in continuous operation since that time. RapidDeploy moved the headquarters to Austin, Texas in late 2018. A vibrant engineering and QA hub is maintained in Cape Town, while most customer facing, implementation, operations, and sales activities are based in Austin.

Since early 2018, RapidDeploy has focused on expanding our US footprint and our team to support over 800 PSAP implementations across the United States. This includes implementations across the states of California, Kansas, Arizona, and Kentucky. Additionally, RapidDeploy is currently implementing Radius Mapping and Eclipse Analytics for several larger regional PSAPs throughout the United States. RapidDeploy aims to deliver appropriate, effective, and high-impact solutions to solve real problems facing public safety services. As a cloud-native platform, our objective is to leverage the most advanced features and benefits of cloud and web technologies.

- Our team maintains a deep passion for delivering transformational technology solutions to solve the key challenges faced by Public Safety Answering Points and Emergency Response agencies.



- Through market innovation, industry leadership, and use of best practices and methodologies, RapidDeploy continues to push the boundaries of advanced technology to improve operations for Public Safety platforms.
- As a cloud-native platform, we can easily and rapidly deploy our customers. Furthermore, our platform provides dynamic elasticity to expand to customer scale as and when required.
- RapidDeploy is taking Public Safety platforms to the next level, providing a scalable solution that is not limited to legacy on-premises hardware.
- Through our concurrent usage SaaS model, we provide the ability for smaller agencies to easily combine and/or with larger agencies to have access to leading technologies that historically has been limited to larger centers due to the high up-front.

In summary, RapidDeploy remains passionate to drive change by using technology-based solutions to solve public safety challenges. With many team members still active in the field as volunteer first responders, the drive remains diligent. The company has built a reputation by hiring industry leaders in Public Safety, analytics, and GIS technology.





Radius Mapping Overview

RapidDeploy Radius Mapping

RapidDeploy Radius Mapping provides a best-in-class tactical map that optimizes the contextual and informational view of a location, within seconds, by integrating the most trusted and diversified data in the industry. Key capabilities and features included in Radius Mapping include:

Automatically Locate Callers in Seconds

- Direct Integration to network/ALI location and CPE/CHE, no manual input required.
- Handset location data directly from Apple (EED) and Google (ELS)
- Tracks caller in motion in real-time
- Locate callers with RapidLocate when there is no 9-1-1 information available.
- Locates calls in jurisdiction but misrouted to another agency.
- Caller’s location is displayed before the 9-1-1 call is received.

Provide More Detailed Maps with ESRI-Based GIS Layers

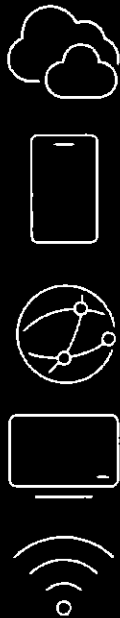
- Industry standard GIS platform
- Unlimited public and secure GIS layers

Easily Connect with Callers with Modern Communication Tools

- Two-way SMS chat with real-time translation in 60+ languages
- Live on-scene video streaming that doesn’t require a mobile app.

Leverage Third-Party Data Sources for Improved Situational Awareness

- Mobile Location Data - to find citizens faster.
- Opt-In Medical Profile Data - to help understand victim needs.
- Panic Buttons for Schools – to get help faster.
- Enhanced Alarm data – to understand who is home and the nature of emergency
- Vehicle Telematics - to understand crash severity, location, number of victims.
- Map Layers – Traffic, Weather, CCTV, Gun Shot Detection





Eclipse Analytics Overview

RapidDeploy Eclipse Analytics

Eclipse Analytics is RapidDeploy's cutting edge analytics platform that ingests your phone system (Call Data Record/CDR) into the cloud and generates unique insights and reports, including predictive and prescriptive analytics. The solutions are built on Microsoft Power BI and can be deployed alongside the agency's current 9-1-1 system. Eclipse Analytics goes above and beyond the standard PSAP reporting capabilities by offering a powerful, easy-to-use data discovery platform that assists PSAPs in addressing challenges such as workforce management and staffing or the lack of quality insights into call volumes and call transfers.

The following highlights the key capabilities and differentiators with Eclipse Analytics:

Key Features of Eclipse

- Natural Language Query – access data quicker and more efficiently
- Staffing Analytics and Planning – make data-driven staffing decisions
- Call Detail Search – review the data behind every call
- Standard Reports Suite – easy access to frequently needed information
- Automated Report Scheduling and Electronic Delivery – get the information in your inbox
- Self-Service Analytical Reports – get quick answers to questions
- Interactive and Drillable Analytics – dive deeper for more information

Increase Understanding and Awareness of PSAP Performance

- User-friendly, flexible reporting with the ability to view key PSAP metrics including Answer Time, Hold Time, Process Time, Talk Time, Answer Time Compliance to Standard, Abandoned Calls and Transfer Calls
- Visualize individual performance metrics for a call taker
- Understand different variables that affect the overall time to process an incoming call
- Ability to explore data in depth



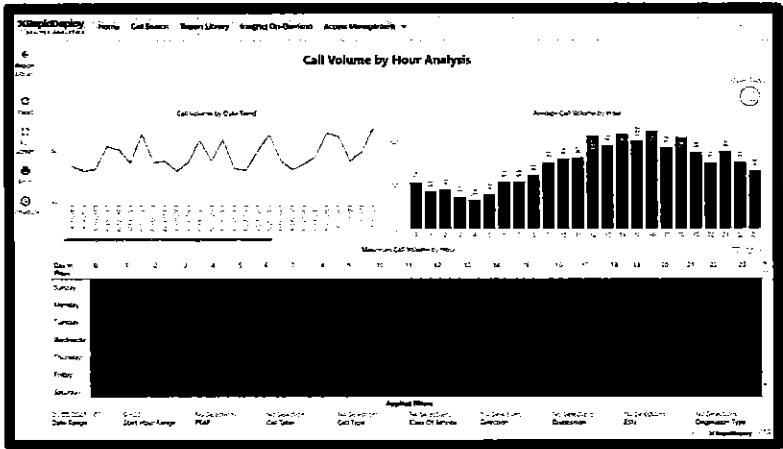


Call Volume Reports

- Voice and General Text report, by ESN, Trunk, PSAP, Shift, Call Taker, Position, Class of Service and Time Period

Call Detail Report

- Complete call history from beginning to end
- Data export capabilities
- Search by call taker, address, date or phone number



Natural Language Querying

- Allows the user to easily create new reports by typing in what they want to see and how they want to see it, like internet search engines
- Eliminate the need for hundreds of standard canned reports with the use of on-demand reports
- No programming skills required



Staffing Forecast

- Visualize volume trends and optimize staffing levels easily
- Model based on call volume variations, changes to answer time goals, etc.
- Forecast call compliance to meet NENA or state requirements
- Reduce telecommunicator burnout by anticipating demand

Pricing Terms

Payment Terms shall be governed by a mutually agreed AT&T NG911 RapidDeploy Service Pricing Schedule between AT&T and the Customer. In addition to the Pricing Schedule, AT&T and the customer shall reach mutually agreeable terms on RapidDeploy’s then-current Service Level Agreement, Data Protection Addendum, and Statement of Work. Any changes in scope, timelines, or pricing will be addressed via the Change Order Process and could affect pricing in the included Price Quote.

Client Acceptance

AT&T shall present Milestone Completion Forms (Contract Execution, SaaS Acceptance/SaaS Availability, and Production Go-Live/Implementation Complete) to the customer for signature upon completion of the SaaS Availability Milestone. Subsequent annual subscriptions shall be subject to the terms and conditions of the Master Agreement and the AT&T NG911 RapidDeploy Service Pricing Schedule.





Pricing

Licenses only (Hardware & Network provided by Customer). See Chart on next page for breakdown of the 60 Licenses for the RapidDeploy Bundle and 69 Licenses for RapidDeploy Eclipse

Description	Qty	Term (in months)	Unit Price Per Month	Total Price per Month
RapidDeploy NG9-1-1 Bundle 60 seats - PSAP Mapping and PSAP Analytics per call-handling position license per month for VIPER PSAPs.	60	36	\$425.00	\$25,500.00
Description	Qty	Term (in months)	Unit Price Per Month	Total Price per Month
RapidDeploy Radius Mapping to NG9-1-1 Bundle Upgrade Upgrade from Radius Mapping (911 Assist) to NG9-1-1 Bundle, adding Eclipse Analytics per VESTA call-handling position per month	60	36	\$175.00	\$12,075.00
Description	Qty	Unit Price	Upfront Total	
RapidDeploy Emergency Data Gateway RapidDeploy Emergency Data Gateway - Provisioning, Peripherals/Cabling and Shipping per device.	1	\$3,500.00	\$28,000.00	
Total Price for 3 years			\$28,000.00	\$1,325,700.00





PALM BEACH COUNTY 911				
PSAP/Facility	Address	City/State	Per Dan # POS	Concurrent Licenses
VIPER HOST's				
Palm Beach Co EOC 1 (Host A)		West Palm Beach		
Palm Beach Co RCC		Orlando		
VIPER PSAP's				
Atlantis PD		Atlantis, FL 33462		
Boca Raton PD		Boca Raton, FL 33431		
Boca Raton PD BU – No Charge		Boca Raton, FL 33431		
Boynton Beach PD		Boynton Beach		
Delray Beach PD		Delray Beach, FL 33444		
FAU PD Secondary		Boca Raton, FL		
Lantana PD		Lantana		
Manalapan PD		Manalapan		
Ocean Ridge PD		Ocean Ridge		
Palm Beach PD		Palm Beach		
Palm Beach Gardens PD - NORTHCOMM		Palm Beach Gardens		
Palm Springs PSD		Palm Springs		
Riviera Beach PD		Riviera Beach		
West Palm Beach PD		West Palm Beach		
West Palm Beach PD BU – No Charge		West Palm Beach		
		Total VIPER		
VESTA HOSTS				
Palm Beach Sheriff - Host A		West Palm Beach		
Palm Beach Sheriff - Host B		Belle Glade		
VESTA PSAPs				
PBSO		West Palm Beach		
PBSO Eagle Emergency Comm Center		Belle Glade		
PBSO Courthouse		West Palm Beach		
PBC EMS & Fire Rescue Secondary		West Palm Beach		
PBC EMS & Fire Rescue BU Secondary – No Charge		West Palm Beach		
FHP Secondary		Lake Worth, FL 33463		
		Total VESTA		
		TOTAL		



AT&T Proposal to Palm Beach County 9-1-1 Florida for RapidDeploy NG9-1-1 Bundle



County E911 Fiscal Information				
Item No.	E911 Fee Revenue			
1	County	Palm Beach	Fiscal Year	2025
2	Wireless Fee Revenue	\$6,473,026.85		
3	Non-Wireless Fee Revenue	\$1,361,047.69	(LEC, Wireline,& VoIP)	
4	Pre-Paid Fee Revenue	\$946,225.95		
5	Total Fee Revenue	\$8,780,300.49	Carry Forward Fee Revenue Calculation (Item #2 + Item #3 + Item #4)	
Item No.	E911 Allowable Expenditures			
6	Fee Revenue Expenditures	8,072,081.00		
Item No.	E911 Carry Forward & Excess Carry Forward			
9	Allowable Carry Forward	\$2,634,090.15	Maximum Allowable (30% of Item #5)	
10	Actual Carry Forward	\$712,324.00	Limited by Para 365.173(2)(d). Florida Statutes. Assure amount is equal (=) to or less than (<) Item #9	
11	Excess Carry Forward Recovery	\$0.00		
Item No.	Contact Information			
12	Preparer's Name	Daniel Koenig		
13	Preparer's Title / Position	Senior Manager - 911		
14	Telephone Number	561-712-6486		
15	Preparer's Email	dkoenig@pbc.gov		
16	Date			
In accordance with Paragraph 365.173(2)(d) and 365.172(6) a)3., Florida Statutes				
County E911 Fiscal Information		Incorporated by reference in Fla Admin. Code Rule 60FF1-5.006 Requirements for County Carry Forward Funds & Excess Funding 04/2020		

26-1010

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BGRV 662-08072600000000000546

BGEX 662-08072600000000001863

FUND 1435-E-911 Grant Fund

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 08/07/26	REMAINING BALANCE
REVENUES									
1435-662-9260-3429	State Grnt Other Public Safety	E-911 Grant	0	0	478,900	0	478,900		
			0	0	0	0	0		
	Total Fund Revenues		0	0	478,900	0	478,900		
EXPENDITURES									
1435-662-9260-5121	Data Procssing Sftwre Accessre	E-911 Grant	0	0	478,900	0	478,900		478,900
			0	0	0	0	0		0
	Total Fund Expenditures		0	0	478,900	0	478,900		

SIGNATURES

Digitally signed by Mariana Diaz
DN: DC=org, DC=pbccgov, OU=Enterprise, OU=PSD, OU=Users, CN=Mariana Diaz, E=MDiaz@pbcc.gov
Date: 2026.09.10 07:44:10-04'00'

DATES

Initiating Department/Division

Asst Dir 9/10/26

Administration/Budget Department Approval

OFMB Department - Posted

BY BOARD OF COUNTY COMMISSIONERS

At Meeting of: 10/6/2026

Deputy Clerk to the
Board of County Commissioners