



## VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS  
501 U.S. HIGHWAY 1

THURSDAY, FEBRUARY 08, 2024  
7:00 PM

Susan Bickel  
Mayor

Deborah Searcy  
Vice Mayor

Judy Pierman  
President Pro Tem

Karen Marcus  
Councilmember

Vacant  
Councilmember

Chuck Huff  
Village Manager

Leonard G. Rubin  
Village Attorney

Jessica Green  
Village Clerk

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### INSTRUCTIONS FOR "WATCH LIVE" MEETING

To watch the meeting live please go to our website page (link provided below) and click the "Watch Live" link provided on the webpage:

<https://www.village-npb.org/CivicAlerts.aspx?AID=496>

### ROLL CALL

### INVOCATION - MAYOR

### PLEDGE OF ALLEGIANCE - VICE MAYOR

### ADDITIONS, DELETIONS, AND MODIFICATIONS TO THE AGENDA

### AWARDS AND RECOGNITION

1. Proclamation - 211 Awareness Week

### APPROVAL OF MINUTES

2. Minutes of the Regular Session held January 25, 2024

### COUNCIL BUSINESS MATTERS

#### STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS

Members of the public may address the Council concerning items on the Consent Agenda or any non agenda item under Statements from the Public. **Time Limit: 3 minutes**

Members of the public who wish to speak on any item listed on the Regular Session or Workshop Session Agenda will be called on when the issue comes up for discussion. **Time Limit: 3 minutes**

Anyone wishing to speak should complete a Public Comment Card (on the table at back of Council Chambers) and submit it to the Village Clerk prior to the beginning of the meeting.

## CONSENT AGENDA

*The Consent Agenda is for the purpose of expediting issues of a routine or pro-forma nature. Councilmembers may remove any item from the Consent Agenda, which would automatically convey that item to the Regular Agenda for separate discussion and vote.*

- 3.** **RESOLUTION** – Approving a Contract with EMS Management and Consultants, Inc. for Ambulance Billing Services at an estimated service cost to exceed \$25,000.
- 4.** **RESOLUTION** – Approving the purchase of Police Department Radio Equipment and Accessories from Communications International, Inc. at a total cost of \$43,840.36; and authorizing the Village Manager to take all actions necessary to effectuate the purchase.
- 5.** Receive for file Minutes of the Development Review Committee Meeting held 11/8/23.
- 6.** Receive for file Minutes of the Business Advisory Board Meeting held 12/19/23.
- 7.** Receive for file Minutes of the Library Advisory Board meeting held 11/28/23.
- 8.** Receive for file Minutes of the Golf Advisory Board meeting held 11/13/23.
- 9.** Receive for file Minutes of the Development Review Committee meeting held 1/10/23.

## DECLARATION OF EX PARTE COMMUNICATIONS

## PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

- 10.** **PUBLIC HEARING AND 2ND READING OF ORDINANCE 2024-03 – MAJOR PUD AMENDMENT**  
Consider a motion to adopt and enact on second reading Ordinance 2024-03 amending Ordinance No. 2017-07 approving a Commercial Planned Unit Development on approximately 2.72 acres of real property located on the west side of U.S. Highway One north of Ebbitide Drive and South of Lighthouse Drive to approve an additional sign waiver for the commercial outparcel building.

## OTHER VILLAGE BUSINESS MATTERS

- 11.** **RESOLUTION – AUDIT COMMITTEE APPOINTMENT** Consider a motion to adopt a resolution appointing a resident member to the Audit Committee.
- 12.** **RESOLUTION – WATERWAYS ADVISORY BOARD APPOINTMENTS** Consider a motion to adopt a resolution appointing resident members to the Waterways Advisory Board.

## COUNCIL AND ADMINISTRATION MATTERS

### MAYOR AND COUNCIL MATTERS/REPORTS

### VILLAGE MANAGER MATTERS/REPORTS

## REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

## ADJOURNMENT

If a person decides to appeal any decision by the Village Council with respect to any matter considered at the Village Council meeting, he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act, any person who may require special accommodation to participate in this meeting should contact the Village Clerk's office at 841-3355 at least 72 hours prior to the meeting date.

This agenda represents the tentative agenda for the scheduled meeting of the Village Council. Due to the nature of governmental duties and responsibilities, the Village Council reserves the right to make additions to, or deletions from, the items contained in this agenda.



***DRAFT MINUTES OF THE REGULAR SESSION***  
**VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA**  
**JANUARY 25, 2024**

Present:

Susan Bickel, Mayor  
Deborah Searcy, Vice Mayor  
Judy Pierman, President Pro Tem  
Karen Marcus, Councilmember  
Chuck Huff, Village Manager  
Len Rubin, Village Attorney  
Jessica Green, Village Clerk

ROLL CALL

Mayor Bickel called the meeting to order at 7:00 p.m. All members of Council were present. All members of staff were present.

INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Bickel gave the invocation and Vice Mayor Searcy led the public in the Pledge.

APPROVAL OF MINUTES

The Minutes of the Regular Session held January 11, 2024 were approved as written.

STATEMENTS FROM THE PUBLIC

Mary Phillips, 525 Ebbtide Drive, announced the Hot Cars and Chili event at Anchorage Park on Saturday, January 27 and stated that the Friends of the Library will be selling beverages to raise funds for the Library. Ms. Phillips also announced that their Annual Book Sale would be taking place the following week from Tuesday through Saturday. Ms. Phillips further gave information on how to join the Friends of the Library.

Chris Ryder, 118 Dory Road S, discussed the Village Organizational Chart and the chain of command as it related to communications between elected officials, advisory board members and Village staff. Mr. Ryder discussed his concerns related to an increase in compensation to Chen Moore and Associates, Inc. for the periodic review of the Village's Comprehensive Plan. Mr. Ryder further discussed concerns regarding past and future changes to the Comprehensive Plan.

Orlando Puyol, 149 Ebbtide Drive, discussed and expressed his concerns regarding the dredging of the canal between Ebbtide Drive and Atlantic Road and the stormwater fees paid by residents to fund the project. Mr. Puyol expressed his concerns regarding the timing of installation of pickleball courts within the Village and gave his recommendations of where to install the new pickleball courts.

STATEMENTS FROM THE PUBLIC *continued*

Ron Okolichany, 417 Northlake Drive, expressed his concern that a meeting was scheduled between the Village's candidates for election to the Village Council and the developer of the proposed project at the Twin Cities Mall site.

CONSENT AGENDA APPROVED

Councilmember Marcus moved to approve the Consent Agenda. President Pro Tem Pierman seconded the motion, which passed unanimously. The following items were approved:

Resolution approving the purchase of Twelve Cisco Network Switches from SHI International Corporation at a total amount not to exceed \$49,070.28.

Resolution approving a Contract award to Florida Sidewalk Solutions LLC for repair of sidewalk trip hazards at a total amount not to exceed \$36,635.63; and authorizing execution of the Contract.

Receive for file Minutes of the Business Advisory Board meeting held 9/19/23.

Receive for file Minutes of the Business Advisory Board meeting held 10/17/23.

Receive for file Minutes of the Environmental Committee meeting held 11/6/23.

Receive for file Minutes of the Planning, Zoning and Adjustment Board meeting held 11/14/23.

Receive for file Minutes of the Recreation Advisory Board meeting held 12/12/23.

No ex-parte communication was declared by Councilmembers for the following:

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

ORDINANCE 2024-03 MAJOR PUD AMENDMENT

A motion was made by Councilmember Marcus and seconded by Vice-Mayor Searcy to adopt on first reading Ordinance 2024-03 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ORDINANCE NO. 2017-07 APPROVING A COMMERCIAL PLANNED UNIT DEVELOPMENT ON APPROXIMATELY 2.72 ACRES OF REAL PROPERTY LOCATED ON THE WEST SIDE OF U.S. HIGHWAY ONE NORTH OF EBBTIDE DRIVE AND SOUTH OF LIGHTHOUSE DRIVE TO APPROVE AN ADDITIONAL SIGN WAIVER FOR THE COMMERCIAL OUTPARCEL BUILDING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Community Development Director Caryn Gardner-Young stated that a representative of Cotleur & Hearing would provide a presentation on behalf of the applicant.

Zach Ciciera of Cotleur & Hearing began a presentation on the proposed Major PUD Amendment regarding the DeSano Pizzeria located at 635 U.S. Highway 1. Mr. Ciciera discussed and showed renderings of the site plan and proposed signage for DeSano Pizzeria.

ORDINANCE 2024-03 MAJOR PUD AMENDMENT *continued*

Mrs. Gardner-Young explained the purpose of the Major Planned Unit Development amendment and stated that staff was recommending approval.

Vice Mayor Searcy asked that revisions to the Village's sign code be made a priority.

Discussion ensued between Councilmembers and Mr. Ciciera regarding details of the proposed signage.

Orlando Puyol, 149 Ebbtide Drive, expressed concern that the application for the proposed signage came to Council instead of the Planning, Zoning and Adjustment Board. Mr. Puyol expressed concerns regarding the possibility of additional proposed signage at the Memory Care Center Planned Unit Development.

Mrs. Gardner-Young explained that the Village code required that the major amendment go before the Village Council. Mrs. Gardner-Young stated that there was no proposed additional signage at the Memory Care Center location.

Thereafter, the motion to adopt on first reading Ordinance 2024-03 passed unanimously.

PUBLIC HEARING AND 2<sup>ND</sup> READING OF ORDINANCE 2024-01 ADOPTING ADMINISTRATIVE AMENDMENTS OF THE FLORIDA BUILDING CODE TO VILLAGE CODE

A motion was made by Councilmember Marcus and seconded by Vice Mayor Searcy to adopt and enact on second reading Ordinance 2024-01 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ADOPTING ADMINISTRATIVE AMENDMENTS TO THE 8<sup>TH</sup> (2023) EDITION OF THE FLORIDA BUILDING CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Community Development Director Caryn Gardner-Young explained that the purpose of the ordinance was an administrative function that needed to take place every three (3) years wherein every municipality and county is required to adopt updates and amendments to their building code in order to match the updates and amendments of the Florida Building Code.

Mayor Bickel opened the public hearing on Ordinance 2024-01.

There being no comments from the public, Mayor Bickel closed the public hearing.

Thereafter, the motion to adopt and enact on second reading Ordinance 2024-01 passed unanimously.

PUBLIC HEARING AND 2<sup>ND</sup> READING OF ORDINANCE 2024-02 CODE AMENDMENT – VOLUME AND MASSING REGULATIONS FOR SINGLE-FAMILY DWELLINGS

A motion was made by Councilmember Marcus and seconded by Vice Mayor Searcy to adopt and enact on second reading Ordinance 2024-02 entitled:

PUBLIC HEARING AND 2<sup>ND</sup> READING OF ORDINANCE 2024-02 CODE AMENDMENT – VOLUME AND MASSING REGULATIONS FOR SINGLE-FAMILY DWELLINGS *continued*

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING APPENDIX C (CHAPTER 45), “ZONING,” OF THE VILLAGE CODE OF ORDINANCES TO READOPT CERTAIN REGULATIONS RELATING TO THE VOLUME AND MASSING OF SINGLE-FAMILY DWELLINGS; AMENDING SECTION 45-27, “R-1 SINGLE-FAMILY DWELLING DISTRICT,” TO REQUIRE ADDITIONAL SETBACKS FOR SECOND STORIES, LIMIT THE FLOOR AREA OF THE SECOND STORY, AND PROHIBIT BLANK WALLS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Community Development Director Caryn Gardner-Young began a presentation that explained the history of the revisions that were made to the volume and massing regulations for single-family dwellings in the Village’s code. Mrs. Gardner-Young discussed and explained the proposed new language based on recommendations made by Council at the first hearing of the ordinance.

Mayor Bickel opened the public hearing on Ordinance 2024-02.

Mayor Bickel read into the record a public comment received from Benjamin Schreier, 137 Cruiser Road South. In his comment, Mr. Schreier expressed his concerns regarding the re-adopting of the ordinance pertaining to volume and massing for single-family homes eight (8) months earlier than what was previously specified by Council.

Orlando Puyol, 149 Ebbtide Drive, expressed his concerns with the proposed revisions to the ordinance pertaining to volume and massing for single-family homes and recommended architectural reviews and further revisions before finalizing the ordinance.

Jill Asplundh, 518 Corsair Drive, stated that she went under contract for her new home in July of 2023 and began working with an architect. The architect designed the home according to the Village’s code requirements at that time. Ms. Asplundh stated that the plans were 95% complete and they were one month away from submitting a building permit application. Ms. Asplundh stated that she had just become aware of the proposed code revisions from watching the last Council meeting on January 11<sup>th</sup> and asked Council to grant an extension to residents who were close to completing their plans on new residential homes.

Gregory Sean Foster, 4149 Burns Road, expressed concern that the proposed ordinance would immediately go into effect after it passes on second reading.

Ron Okolichany, 417 Northlake Drive, expressed appreciation to Council for re-adopting the volume and massing regulations for single-family residential homes.

There being no further comments from the public, Mayor Bickel closed the public hearing.

Discussion ensued between Councilmembers, Mr. Rubin and staff regarding options for extending the timeline for residents who were close to completion on plans and were ready to submit applications for building permits.

PUBLIC HEARING AND 2<sup>ND</sup> READING OF ORDINANCE 2024-02 CODE AMENDMENT – VOLUME AND MASSING REGULATIONS FOR SINGLE-FAMILY DWELLINGS *continued*

Discussion ensued between Councilmembers and Mrs. Gardner-Young regarding required wall treatment features and other proposed revisions to the code.

Further discussion ensued between Councilmembers, Mr. Rubin and Mrs. Gardner-Young regarding options for extending the timeline for residents who were close to completion on plans and were ready to submit applications for building permits and the possibility of having an architect review and make further revisions to the code in the future.

Mr. Rubin noted the recommended revisions to the code for second reading.

Councilmember Marcus made a motion to amend the Ordinance to become effective on February 9, 2024. Vice Mayor Searcy seconded the motion.

Thereafter the motion to adopt and enact on second reading Ordinance 2024-02 as amended passed unanimously.

RESOLUTION 2024-06 – ANNOUNCING THE VILLAGE GENERAL ELECTION

A motion was made by President Pro Tem Pierman and seconded by Councilmember Marcus to adopt Resolution 2024-06 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ANNOUNCING THE DATE OF THE VILLAGE GENERAL ELECTION, ANNEXATION REFERENDUM ELECTION, AND RUN OFF ELECTION, IF NECESSARY; DESIGNATING VOTING LOCATIONS; REQUESTING THAT THE SUPERVISOR OF ELECTIONS CONDUCT THE ELECTION; AUTHORIZING THE SUPERVISOR OF ELECTIONS TO CERTIFY THE ACCURACY OF THE TABULATION EQUIPMENT AND HANDLE, CERTIFY AND CANVASS ALL BALLOTS, INCLUDING ABSENTEE BALLOTS; DESIGNATING THE CANVASSING BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Clerk Jessica Green explained that the resolution was customarily adopted each year in order to announce the Village's General Election. The resolution announces Village's election on March 19, 2024 an Annexation Referendum, declares the offices to be filled, requests the Supervisor of Elections to conduct the election and delegates certain duties to the Supervisor. The resolution further designates all canvassing duties to the County Canvassing Board.

Thereafter the motion to adopt Resolution 2024-06 passed unanimously.

RESOLUTION 2024-07 – DELL LAPTOPS PURCHASE FO POLICE DEPARTMENT

A motion was made by Vice Mayor Searcy and seconded by Councilmember Marcus to adopt Resolution 2024-07 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE PURCHASE OF THIRTY-FIVE DELL LAPTOP COMPUTERS AND RELATED EQUIPMENT PURSUANT TO PRICING ESTABLISHED BY STATE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2024-07 – DELL LAPTOPS PURCHASE FO POLICE DEPARTMENT *continued*

Information Technology Director Michael Applegate explained that the purpose of the resolution was to purchase thirty-five (35) new Dell laptops for the Police Department. The Police Department's laptops were over five (5) years old and needed replacement.

Thereafter the motion to adopt Resolution 2024-07 passed unanimously.

RESOLUTION 2024-08 – BLANKET PURCHASE ORDER INCREASE FOR SIDEWALK REPAIR

A motion was made by Councilmember Marcus and seconded by Vice Mayor Searcy to adopt Resolution 2024-08 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA INCREASING THE BLANKET PURCHASE ORDER WITH FLYING SCOT INC. FOR SIDEWALK REPAIR UTILIZING PRICING ESTABLISHED IN AN EXISTING CITY OF PALM BEACH GARDENS CONTRACT FROM \$100,000 TO \$200,000; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Field Operations Manager Marc Holloway explained that the purpose of the resolution was to continue with sidewalk repairs throughout the Village. Additional funding was needed in order to address more locations in need of repair.

Chris Ryder, 118 Dory Road South, asked if any efforts have been made to recoup sidewalk repair costs from homeowners who may be responsible for the damages to the sidewalks.

Orlando Puyol, 149 Ebbtide Drive, explained that reinforcement steel was necessary to keep sidewalks intact and last longer.

Councilmember Marcus asked how Mr. Holloway determined which sidewalks to repair.

Mr. Holloway explained that he and staff locate sidewalks in need of repair by using a combination of resident complaints and checking neighborhoods to identify sidewalks that need repair systematically each year.

Discussion ensued between Councilmember Marcus, Mr. Holloway and Mr. Huff regarding how costs were mitigated for sidewalk repairs, how trees that were damaging the sidewalks were addressed and how parking on sidewalks violations were enforced.

Thereafter the motion to adopt Resolution 2024-08 passed unanimously.

MAYOR AND COUNCIL MATTERS/REPORTS

Vice Mayor Searcy encouraged residents to attend the Annual Book Sale at the Village Library.

Councilmember Marcus announced that Hot Cars and Chili was taking place on Saturday, January 27 and encouraged residents to attend.

Councilmember Marcus expressed her concerns that the Recreation Department had lost children to sports programs in Palm Beach Gardens.

MAYOR AND COUNCIL MATTERS/REPORTS *continued*

Councilmember Marcus stated that coaching was now outsourced and recommended that the Recreation Department and the Recreation Advisory Board recommend a plan to reach out to the community to get volunteer coaches who were residents of the Village.

Vice Mayor Searcy stated that both of her children were in Village sports programs and that the outsourced programs have been the most successful. Vice Mayor Searcy stated that although outsourcing was successful for some of the sports programs, she agreed that the Recreation Advisory Board could research other options.

Mayor Bickel stated that outsourcing could work for some programs and not others and the Recreation Advisory Board could look into those options.

Councilmember Marcus stated that the Recreation Department had a database of previous residents who had children involved in sports programs and residents who were volunteer coaches. Councilmember Marcus recommended updating or rebuilding the database to make it current.

Mayor Bickel recommended offering the same agreement the Village has with Lake Park for sports programs to Juno Beach as well.

President Pro Tem Pierman stated that Arbor Day Celebration was a fantastic event and announced that the Meet the Candidates event would be taking place on Wednesday, February 28. The event is sponsored by the American Association of University Women.

VILLAGE MANAGER MATTERS/REPORTS

Mr. Huff gave an update on the proposed installation of pickleball courts within the Village.

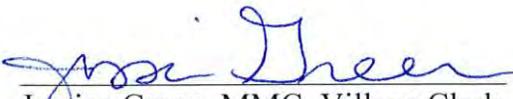
Discussion ensued between Mr. Huff and Councilmembers regarding the proposed locations for new pickleball courts.

Mayor Bickel recommended that Council think about where the new pickleball courts could be installed in the Village and to bring back their ideas to the next Council meeting on February 8.

Mr. Huff stated that he understood Mr. Okolichany's concerns regarding the developer for the Twin Cities Mall site request for meeting with Village Council candidates. Mr. Huff explained that developers on past projects have met with Councilmembers and Planning Commission members one on one. Mr. Huff announced that the developer for the Twin Cities Mall site would be having a meeting to meet with residents to discuss his proposed plans at the Community Center on Monday, January 29.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:36 p.m.

  
Jessica Green, MMC, Village Clerk

**VILLAGE OF NORTH PALM BEACH  
FIRE RESCUE DEPARTMENT**

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TO: The Honorable Mayor and Members of the Village Council

THRU: Chuck Huff, Village Manager

FROM: J. D. Armstrong, Fire Chief

DATE: February 8, 2024

SUBJECT: **RESOLUTION – Contract for Ambulance Billing Services through EMS Management and Consultants, Inc.**

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The Fire Rescue Department has been receiving Ambulance Billing services through DigiTech, and predecessors under various names, since 2010. The Department has been paying at a rate of 6.95% net of collected billing and \$11.00 per Medicare collection since the inception. DigiTech has informed the Department of its intent to change this agreement to a minimum flat charge of \$6,250.00 per month regardless of collected revenues. This is more than is collected in some months and the Department found the proposed change unacceptable. DigiTech has been unwilling to negotiate an alternate fee schedule.

With these facts in play, Fire Rescue has researched alternate billing services. After checking with a number of ambulance billing service providers, the Fire Rescue Department is recommending contracting ambulance billing services through EMS Management and Consultants, Inc. The company comes highly recommended by their clients with whom we have spoken.

EMS Management and Consultants, Inc. are offering a contract for ambulance billing services charging 4.75% net of collected billing and a flat fee of \$8.50 per Medicare billing collected. As these fees come directly from revenues there is no impact on the budget.

The attached Resolution has been prepared and/or reviewed by the Village Attorney for legal sufficiency.

**Recommendation:**

**Village Staff recommends Council consideration and approval of the attached Resolution approving a Contract for ambulance billing services with EMS Management and Consultants, Inc. and authorizing the Village Manager to execute the Contract in accordance with Village policies and procedures.**

## RESOLUTION 2024-\_\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A CONTRACT WITH EMS MANAGEMENT AND CONSULTANTS, INC. FOR AMBULANCE BILLING SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fire Rescue Department requested approval of a Contract with EMS Management and Consultants, Inc. for ambulance billing services; and

WHEREAS, while the expense will be offset by revenues, Village Council approval is required because the amount paid to EMS Management and Consultants, Inc. for its services is estimated to exceed \$25,000; and

WHEREAS, the Village Council determines that the execution of a Contract with EMS Management and Consultants, Inc., including the waiver of any conflicting purchasing policies and procedures, is in the best interests of the residents and property owners of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, as follows:

Section 1. The foregoing recitals are ratified and are incorporated herein.

Section 2. The Village Council hereby approves a Contract for ambulance billing services with EMS Management and Consultants, Inc., a copy of which is attached hereto and incorporated herein, and authorizes the Village Manager to execute the Contract on behalf of the Village.

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

## BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMS|MC") and the VILLAGE OF NORTH PALM BEACH, (hereinafter "Client").

### WITNESSETH:

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is a Florida municipal corporation with a Fire Rescue Department engaged in the business of providing emergency medical services, and billable medical transportation services; and

WHEREAS, Client wishes to retain EMS|MC to provide medical billing, collection and related services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

### 1. ENGAGEMENT.

a. During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client (the "Revenue Cycle Management Services" or "RCM Services"). The RCM Services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities, (as EMS|MC, in its sole discretion deems appropriate); (3) issuing up to three patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

b. Collectively, the RCM Services that EMS|MC provides to Client shall be referred to as the "Services".

## **2. EMS|MC Responsibilities.**

a. EMS|MC will provide the RCM Services in material compliance with all applicable state and federal laws and regulations.

b. EMS|MC will submit all “Completed Claims” to the applicable third-party payer. A “Completed Claim” is a claim for emergency medical services and billable medical transportation services that (i) is received by EMS|MC and supported by an ePCR record that contains all necessary and accurate information; (ii) has been reviewed and any identified issues sent to Client for remediation have been rectified; (iii) is for a patient encounter that has been electronically signed off by Client in the ePCR; (iv) has been reviewed by Client and deemed ready for billing; and (v) is not subject to a billing hold. EMS|MC will not have any responsibility for any adverse impact to Client that may result from any delay of Client in completing claims.

c. Accounts with outstanding balances after the insurance and/or third-party payer has determined benefits due will be billed by EMS|MC to the patient. EMS|MC will send up to three patient statements to the patient or responsible party, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

d. Within ten (10) business days of the last business day of the month, EMS|MC will provide to Client a month end report, which shall include an account analysis report, aging report and accounts receivables reconciliation report for the previous month. Deposit reports will be provided daily.

e. During the term of this Agreement, EMS|MC shall maintain, provide appropriate storage and data back-up for all billing records pertaining to the RCM Services provided by EMS|MC hereunder. Upon at least five (5) business days' prior written notice, EMS|MC shall make such records accessible to Client during EMS|MC business hours. Upon termination of this Agreement, trip data pertaining to the RCM Services shall be returned to Client. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that EMS|MC is not a custodian of clinical records nor a clinical records repository. Client is responsible for maintaining all clinical records in accordance with Section 3(d).

f. EMS|MC shall notify Client of (i) all patient complaints about clinical services within five (5) business days of receipt; (ii) all patient complaints about billing within ten (10) business days of receipt; and (iii) all notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers with which Client contracts or any law enforcement

or government agency ("Payer Inquiries") within ten (10) business days of receipt, unless such agency prohibits EMS|MC from disclosing its inquiry to Client.

g. EMS|MC will reasonably assist Client in responding to Payer Inquiries which occur in the normal course of Client's business and arise from EMS|MC's provision of the Services. If EMS|MC, in its sole discretion, determines that (i) Client is excessively utilizing EMS|MC's assistance in responding to Payer Inquiries, (ii) a Payer Inquiry is outside the normal course of Client's business; or (iii) a Payer Inquiry does not arise from the Services provided by EMS|MC, EMS|MC may charge Client, and Client shall pay, for any assistance provided by EMS|MC at EMS|MC's then current hourly rates.

h. EMS|MC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

i. As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by Client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

j. The Services provided by EMS|MC to Client under this Agreement are conditioned on Client's fulfillment of the responsibilities set forth in this Agreement.

k. EMS|MC shall have no responsibility to provide any of the following services:

- i. Determining the accuracy or truthfulness of documentation and information provided by Client;
- ii. Providing services outside the EMS|MC billing system;
- iii. Submitting any claim that EMS|MC believes to be inaccurate or fraudulent; or
- iv. Providing any service not expressly required of EMS|MC by this Agreement.

I. For Client's service dates that occurred prior to the mutually agreed go live date for the Services, Client agrees and understands that EMS|MC is not responsible for any services including, but not limited to, submitting claims or managing any denials, refunds or patient calls. As between Client and EMS|MC, Client is fully responsible for the proper billing and accounting of any remaining balances related to service dates that occurred prior to such go live date.

**3. RESPONSIBILITIES OF CLIENT.** The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no obligation to provide the Services to the extent that Client has not fulfilled these responsibilities:

- a. Client will pay all amounts owed to EMS|MC under this Agreement.
- b. Client will implement standard commercially reasonable actions and processes as may be requested by EMS|MC from time-to-time to allow EMS|MC to properly and efficiently provide the RCM Services. These actions and processes include, but are not limited to, the following:
  - i. Providing EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients including, without limitation, the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC;
  - ii. Providing EMS|MC with complete and accurate medical record documentation for each incident or patient service rendered for reimbursement, which is necessary to ensure proper billing and secure claim payment;
  - iii. Providing EMS|MC, in a timely manner, with Patient Care Reports (PCRs) that thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered;
  - iv. Obtaining authorizations and signatures on all required forms, including consent to treat, assignment of benefits, release of information and claims;

- v. Obtaining physician certification statements (PCS) forms for all non-emergency transports and other similar medical necessity forms or prior authorization statements as deemed necessary by the payer;
- vi. Obtaining or executing all forms or documentation required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carriers to allow EMS|MC to carry out its billing and other duties under this Agreement; and
- vii. Implementing reasonable and customary charges for complete, compliant billing.

c. Client represents and warrants that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.

d. Client shall maintain Client's own files with all original or source documents, as required by law, and only provide to EMS|MC copies of such documents. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation.

e. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of Client's accounts.

f. Client will report to EMS|MC within ten (10) business days of payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client shall advise EMS|MC of any Payer Inquiries within ten (10) business days of receipt.

g. Client shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.

h. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments to better service Client's account.

i. Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall cooperate with EMS|MC and facilitate any training that EMS|MC wishes to provide.

j. Client shall complete EMS|MC's online training course within 90 days of the contract start date and all new hires will complete EMS|MC's online documentation

training within 90 days of hire date. Newly developed training materials by EMS|MC should be mutually agreed upon by the parties to be required training.

k. Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

#### **4. EMS|MC WEB PORTALS.**

a. EMS|MC shall provide Client and those individuals appointed by Client (“Users”) with access to EMS|MC Web Portals (the “Portals”), which shall be subject to the applicable Terms of Use found on the Portals. To be appointed as a User, the individual must be an employee of Client or otherwise approved by Client and EMS|MC. Client is responsible for all activity of Users and others accessing or using the Portals through or on behalf of Client including, but not limited to, ensuring that Users do not share credentials for accessing the Portals. Client is also responsible for (i) identifying individuals who Client determines should be Users; (ii) determining and notifying EMS|MC of each User’s rights; (iii) monitoring Users’ access to and use of the Portals; (iv) acting upon any suspected or unauthorized access of information through the Portals; (v) ensuring each User’s compliance with this Agreement and the Terms of Use governing the use of the Portals; and (vi) notifying EMS|MC to deactivate a User account whenever a User’s employment, contract or affiliation with Client is terminated or Client otherwise desires to suspend or curtail a User’s access to and use of the Portals. Client agrees to follow best practices to ensure compliance with this provision.

b. Client acknowledges that EMS|MC may suspend or terminate any User's access to the Portals (i) for noncompliance with this Agreement or the applicable Terms of Use; (ii) if such User poses a threat to the security or integrity of the Portals or information available therein; (iii) upon termination of Client; or (iv) upon notice of suspension or termination of such User by Client. Client may suspend or terminate a User's access to the Portals at any time.

#### **5. COMPENSATION OF EMS|MC.**

a. Client shall pay a fee for the Services of EMS|MC hereunder, on a monthly basis, in an amount equal to 4.75% percent of “Net Collections” and \$8.50 per Medicaid Claim, as defined below (the “RCM Fee”). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFTs) received by EMS|MC from payers, patients, attorney’s offices, court settlements, collection agencies, government institutions, debt set-off programs, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient’s account, or any amounts paid directly to Client with or without the knowledge of EMS|MC that are

paid, tendered, received or collected each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts. Price adjustments for such services shall be allowed at the completion of each contract year. Price adjustments shall not exceed the change in the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, Area: U.S. city average, Item: All item, Base Period: 1982-84=100 over the twelve months prior.

b. The RCM Fee is referred to as the "Compensation".

c. EMS|MC shall submit an invoice to Client by the tenth (10<sup>th</sup>) day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid in full by the 20<sup>th</sup> day of the month in which the invoice is first presented to Client (the "Payment Date"). Such amount shall be paid without offset unless the calculation of the amount is disputed in good faith, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the Payment Date. Any invoices not disputed in writing by the Payment Date shall be deemed "undisputed" for all purposes of the Agreement. All invoices are to be paid directly from Client's banking institution to EMS|MC via paper check, direct deposit or ACH draft initiated by EMS|MC into EMS|MC's bank account.

d. A one-time late fee of 5% shall be added to any invoices that remain unpaid by the 5th day of the calendar month following the Payment Date. Interest shall begin to accrue on all unpaid balances starting thirty (30) days after the presentment of said invoice for any unpaid balances at the rate of 1½% per month or the highest rate allowed under applicable law, whichever is lower. Client shall be responsible for all costs of collection incurred by EMS|MC or others in attempting to collect any amounts due from Client under this Agreement, including, but not limited to, reasonable attorney fees.

e. In the event of a material change to applicable law, the billing process and/or scope of Services provided in this Agreement or a material difference in any of the patient demographics provided by the Client and set forth in Exhibit A, EMS|MC reserves the right to negotiate a fee change with Client and amend this Agreement accordingly or terminate this Agreement.

f. EMS|MC may, in its sole discretion, immediately cease to provide Services for Client should the outstanding balance owed to EMS|MC become in arrears. Claims processing will not resume until all outstanding balances are paid in full or arrangements approved by EMS|MC have been made to wholly resolve any outstanding balances.

## 6. TERM OF AGREEMENT.

a. This Agreement shall be effective commencing on \_\_\_\_\_ and shall thereafter continue through \_\_\_\_\_ (“Initial Term”). This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms (each a “Renewal Term”), unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions provided below. (The Initial Term and any Renewal Terms are referred to as the “Term”.)

b. **Termination for Cause.** Notwithstanding Section 6(a), either party may terminate this Agreement if the other party materially breaches this Agreement, unless (i) the breaching party cures the breach within 10 days following receipt of notice describing the breach in reasonable detail, or (ii) with respect to a breach which may not reasonably be cured within a 10-day period, the breaching party commences, is diligently pursuing cure of, and cures the breach as soon as practical following receipt of notice describing the breach in reasonable detail.

c. **Immediate Termination.** Either party may terminate this Agreement immediately as a result of the following:

- i. Failure of Client to make timely payments due under this Agreement;
- ii. Injury to any customer, independent contractor, employee or agent of the other party hereto arising from the gross negligence or willful misconduct of a party;
- iii. Harassment of any employee or contractor of a party or commitment of any act by a party which creates an offensive work environment; or
- iv. Commitment of any unethical or immoral act which harms the other party or could have the effect of harming the other party.

## 7. RESPONSIBILITIES UPON TERMINATION.

a. Subject to Client’s payment of all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC will make available to Client or its authorized representatives data from the billing system regarding open accounts in an electronic format, and will otherwise reasonably cooperate and assist in any transition of the Services to Client, or its successor billing agent. Upon request, EMS|MC will provide to Client trip data associated with the claims submitted by EMS|MC on behalf of Client pursuant to this Agreement. EMS|MC shall retain financial

and billing records not tendered or returned to Client on termination hereof for at least ten (10) years following the date of service.

b. Following termination of this Agreement, for a period of ninety (90) days (the “Wind Down”), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement including, but not limited to, Section 5. Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however, EMS|MC shall be entitled to compensation as provided in Section 5(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. During the Wind Down and for up to twelve months following termination of this Agreement, EMS|MC shall continue to make the Portals available to Client, subject the applicable Terms of Use. Notwithstanding the foregoing, in the event EMS|MC terminated this Agreement pursuant to Sections 6(b) or 6(c), EMS|MC shall have no obligation to provide any Services after the date of termination.

## **8. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.**

a. During the term of this Agreement, EMS|MC shall be Client’s exclusive provider of the RCM Services. Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.

b. In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in Section 3(f) hereof and shall be treated as Net Collections for purposes of Section 5(a) hereof.

c. In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.

d. EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, Physician Certification Statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.

e. Client shall implement and maintain a working compliance plan (“Compliance Plan”) in accordance with the most current guidelines of the U.S. Department of Health and Human Services (“HHS”). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.

f. In accordance with the HHS Office of Inspector General (“OIG”) Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if EMS|MC discovers credible evidence of Client’s continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to (a) refrain from submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

**9. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES.**

Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending three (3) years after the date of termination of this Agreement (the “Restricted Period”), Client shall not, without EMS|MC’s prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC’s employees with whom Client had material contact during the term of this Agreement, in any position where Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Section 9 hereof, and having done so, agrees that the restrictions set forth in such section (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

**10. PRIVACY.**

a. *Confidentiality.* The Parties acknowledge that they will each provide to the other Confidential Information as part of carrying out the terms of this Agreement. EMS|MC and Client will be both a Receiving Party and a Disclosing Party at different

times. The Receiving Party agrees that it will not (i) use any such Confidential Information in any way, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any third party, other than furnishing such Confidential Information to its employees, consultants, and subcontractors, who are subject to the safeguards and confidentiality obligations contained in this Agreement and who require access to the Confidential Information in the performance of the obligations under this Agreement. In the event that the Receiving Party is required by applicable law to make any disclosure of any of the Disclosing Party's Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection, at the Disclosing Party's sole expense. "Confidential Information" means the provisions of the Agreement (including, but not limited to, the financial terms herein) and any information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"). Information will not be deemed Confidential Information hereunder if the Receiving Party can prove by documentary evidence that such information: (a) was known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (d) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party.

b. *HIPAA Compliance.* The parties agree to comply with the Business Associate Addendum, attached hereto and incorporated by reference herein as Attachment 1, documenting the assurances and other requirements respecting the use and disclosure of Protected Health Information. It is Client's responsibility to ensure that it obtains all appropriate and necessary authorizations and consents to use or disclose any individually identifiable health information in compliance with all federal and state privacy laws, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act. In the event that this Agreement is, or activities permitted or required by this Agreement are, inconsistent with or do not satisfy the requirements of any applicable privacy or security law, rule or regulation, the parties shall take any reasonably necessary action to remedy such inconsistency.

## **11. DISCLAIMERS, LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION**

a. Each Party acknowledges that the liability limitations and warranty disclaimers in the Agreement are independent of any remedies hereunder and shall apply regardless of whether any remedy fails of its essential purpose. Client acknowledges that the limitations of liability set forth in this Agreement are integral to the amount of consideration offered and charged in connection with the Services and that, were EMS|MC to assume any further liability other than as provided in the Agreement, such consideration would of necessity be set substantially higher.

b. EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.

c. Except for any express warranty provided herein or in the applicable exhibit, the services are provided on an "as is," "as available" basis. Client agrees that use of the services is at client's sole risk; and, to the maximum extent permitted by law, EMS|MC expressly disclaims any and all other express or implied warranties with respect to the services including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement or warranties alleged to arise as a result of custom and usage.

d. A "Claim" is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the Services, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.

e. To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, the total fees paid by Client to EMS|MC under this Agreement in the twelve (12) months prior to the event giving rise to the Claim (the "Liability Cap"). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the Liability Cap and shall not cause the Liability Cap to be exceeded, including, without limitation, all direct compensatory damages, interest, costs, expenses, and attorneys' fees. Provided, however, that nothing in the foregoing shall be construed as an admission of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.

f. To the fullest extent allowed by law, and notwithstanding any statute of limitations, statute of repose, or other legal time limit to the contrary, no Claim shall be brought by Client against EMS|MC after the earlier of the following to occur (the "Claim Time Limit"): (i) the time period for bringing an action under any applicable state or federal statute of limitations; or (ii) one (1) year after the date upon which Client discovered, or should have discovered, the facts giving rise to an alleged claim;. Any Claim not brought within the Claim Time Limit is waived. The Claim Time Limit applies, without limitation, to any Claim

g. Client agrees that any Claim Client may have against EMS|MC, including EMS|MC's past or present employees or agents, shall be brought individually and Client shall not join such Claim with claims of any other person or entity or bring, join or participate in a class action against EMS|MC.

h. To the fullest extent allowed by law, EMS|MC and Client waive claims against each other for consequential, indirect, incidental, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages including, but not limited to, loss of profits, loss of data, or loss of business, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise, even if a party has been apprised of the possibility or likelihood of such damages occurring (the "Non-Direct Damages Waiver").

i. Subject to the Liability Cap, the Claim Time Limit and the Non-Direct Damages Waiver, EMS|MC agrees to indemnify, hold harmless, and defend Client, with reasonably acceptable counsel, from and against any fines, penalties, damages, and judgments that Client becomes legally obligated to pay to a third party proximately caused by EMS|MC's negligence or intentional acts or omissions. Provided, however, that this indemnity is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than thirty (30) days after Client first becomes aware of the facts that give rise or may give rise to a right of indemnity; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is or may be sought; (iii) Client must not agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC's express consent; and (iv) Client shall not seek or be entitled to indemnify for amounts that Client reimburses or refunds to Medicaid, Medicare, any governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client should not have received payment in the first place under applicable rules, regulations, standards

and policies. Client waives all rights of indemnity against EMS|MC not in accordance with this subsection.

j. In any court proceeding regarding any Claim, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable costs and expenses incurred by the prevailing party in connection with such proceeding, including, without limitation, the reasonable attorneys' fees, arbitration or court filing fees, arbitrator compensation, expert witness charges, court reporter charges, and document reproduction charges incurred by the prevailing party. .

## **12. GENERAL.**

a. Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client, or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

b. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party, except that this Agreement may be assigned without consent to the survivor in any merger or other business combination including either party, or to the purchaser of all or substantially all of the assets of either party.

c. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

d. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given: (i) on the day received, if personally delivered; (ii) on the day received if sent by a recognized overnight delivery service, according to the courier's record of delivery; and (iii) on the 5th (fifth) calendar day after the date mailed by certified or registered mail. Such notices shall be addressed as follows:

Client:

Village of North Palm Beach  
Village Manager  
500 U.S. Highway One  
North Palm Beach, FL 33408

EMS|MC:

EMS Management & Consultants, Inc.  
Chief Executive Officer  
2540 Empire Drive  
Suite 100  
Winston-Salem, NC 27103

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this section.

e. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Florida.

f. Integration of Terms. This instrument together with all attachments, exhibits and schedules constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter. Without limiting the foregoing, this Agreement supersedes and takes precedence over any inconsistent terms contained in any Request for Proposal (“RFP”) from Client and any response to that RFP from EMS|MC.

g. Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

h. Severability. If any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of the parties hereto.

i. Force Majeure. With the exception of Client’s payment obligation, a Party will not be in breach or liable for any delay of its performance of this Agreement caused by natural disasters or other unexpected or unusual circumstances reasonably beyond its control.

j. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

k. Counterparts. This Agreement may be executed in multiple counterparts by a duly authorized representative of each party.

l. Survival. All terms which by their nature survive termination shall survive termination or expiration of the Agreement including, but not limited to, Sections 3(c), 3(f) – (h), 5(a), 5(c), 7, 9 – 12.

m. Inspector General. EMS|MC is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of the Agreement and in furtherance thereof, may demand and obtain records and testimony from EMS|MC and its subcontractors. EMS|MC understands and agrees that in addition to all other remedies and consequences provided by law, the failure of EMS|MC or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the Village to be a material breach of the Agreement justifying termination.

n. Public Records. As required by Section 119.0701, Florida Statutes, EMS|MC shall: (1) Keep and maintain public records required by the Village to perform the service; (2) Upon request from the Village's custodian of public records, provide the Village with a copy 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, Florida Statutes, or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if EMS|MC does not transfer the records to the Village; (4) Upon completion of the Agreement, transfer, at no cost, to the Village all public records in possession of EMS|MC or keep and maintain public records required by the Village to perform the services. If EMS|MC transfers all public records to the Village upon completion of the Agreement, EMS|MC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If EMS|MC keeps and maintains public records upon completion of the Agreement, EMS|MC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the information technology systems of the Village.

IF EMS|MC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO EMS|MC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355;

NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

o. E-Verify. Pursuant to Section 448.095(2), Florida Statutes, EMS|MC shall: (a) register and use the E-Verify system to verify the work authorization of newly hired employees and require all subcontractors (providing services or receiving funds under this Agreement) to register and use the E-Verify system to verify the work authorization status of the subcontractor's newly hired employees; (b) secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with unauthorized aliens; (c) maintain copies of all subcontractor affidavits for the duration of the Agreement; (d) comply fully with Section 448.095, Florida Statutes; (e) be aware that a violation of Section 448.09, Florida Statutes, shall be grounds for termination of this Agreement; and (f) be aware that if Village terminates this Agreement under Section 448.095(2)(c), Florida Statutes, EMS|MC may not be awarded a public contract for at least one year after the date on which the Agreement is terminated.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

EMS|MC:

CLIENT:

EMS Management & Consultants, Inc.

Village of North Palm Beach

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**  
**Patient Demographics Provided by Client**

1. Projected annual billable trip volume: 1,011
  
2. Payor mix:
  - a. Medicare – 56.97%
  - b. Medicaid – 6.43%
  - c. Insurance – 18.99%
  - d. Self Pay – 17.61%
  
3. Run mix:
  - a. ALSE – 59.2%
  - b. BLSE – 39.4%
  - c. ALS2 – 1.4%
  
4. Average Loaded mileage: 3.9

**Attachment 1**  
**Business Associate Addendum**

This Business Associate Addendum (the “Addendum”) is made effective the \_\_\_\_ day of \_\_\_\_\_ 2023, by and between Village of North Palm Beach, hereinafter referred to as “Covered Entity,” and EMS Management & Consultants, Inc., hereinafter referred to as “Business Associate” (individually, a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Parties wish to enter into a Business Associate Addendum to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA Privacy and Security Rules”) (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the “HIPAA Privacy and Security Rules” include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a Billing Services Agreement (the “Agreement”) whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreement, Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate may have access to Protected Health Information or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreement; and

WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Addendum.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Addendum are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Addendum shall control.

The term “Breach” means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term “Breach” does **not** include: (1) any unintentional acquisition, access, or use of protected health information by any employee or individual acting under the authority of a covered entity

or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

The term “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

The term “HIPAA Privacy and Security Rules” refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term “Protected Health Information” means individually identifiable health information as defined in 45 C.F.R § 160.103, limited to the information Business Associate receives from, or creates, maintains, transmits, or receives on behalf of, Covered Entity.

The term “Electronic Protected Health Information” means Protected Health Information which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term “Secretary” means the Secretary of the Department of Health and Human Services.

The term “Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

## II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement or this Addendum, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, disclose only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless the person or entity to whom Business Associate is making the disclosure requires certain direct identifiers in order to accomplish the intended purpose of the disclosure, in which event Business Associate may disclose only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the disclosure.

b. Business Associate may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

c. Business Associate may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

d. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request. Covered Entity shall determine what quantum of information constitutes the “minimum necessary” amount for Business Associate to accomplish its intended purposes.

e. Business Associate may use Protected Health Information to de-identify such information in accordance with 45 C.F.R. § 164.514(b) for Business Associate’s own business purposes or in connection with the services provided pursuant to the Agreement or to provide Data Aggregation services to Customer as permitted by 45 C.F.R. 164.504(e)(2)(i)(b). Once the Protected Health Information has been de-identified or aggregated, it is no longer considered Protected Health Information governed by this Addendum.

### III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Addendum.

b. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, this Addendum or as required by law.

c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Addendum of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. Notice is deemed to have been

given for unsuccessful Security Incidents, such as (i) “pings” on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (*e.g.*, a worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

e. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual’s request to restrict disclosure of Protected Health Information to a health plan for purposes of carrying out payment or health care operations if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual’s representative.

f. At the request of the Covered Entity and in a reasonable time and manner, not to extend ten (10) business days, Business Associate agrees to make available Protected Health Information required for Covered Entity to respond to an individual’s request for access to his or her Protected Health Information in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual’s request.

g. At the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

h. Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

i. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity’s compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary, subject to attorney-client and other applicable privileges.

j. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity’s computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

k. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without the written authorization of the individual or the individual’s representative, except where the purpose of the exchange is:

1. for public health activities as described in Section 164.512(b) of the Privacy and Security Rules;

2. for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;

3. for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Health Information;

4. for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;

5. for an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;

6. to provide an individual with a copy of the individual's Protected Health Information pursuant to Section 164.524 of the Privacy and Security Rules; or

7. other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.k.

l. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:

1. such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or

2. the communication is made on behalf of Covered Entity and is consistent with the terms of this Addendum.

m. Business Associate agrees that if it uses or discloses patients' Protected Health Information for marketing purposes, it will obtain such patients' authorization before making any such use or disclosure.

n. Business Associate agrees to implement a reasonable system for discovery of breaches and method of risk analysis of breaches to meet the requirements of HIPAA, The HITECH Act, and the HIPAA Regulations, and shall be solely responsible for the methodology, policies, and procedures implemented by Business Associate.

o. State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that state privacy laws are not preempted by HIPAA or The HITECH Act.

#### IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

a. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

b. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than forty-five (45) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

c. Notwithstanding the provisions of Section IV.b., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

d. The Breach notification provided shall include, to the extent possible:

1. the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. a description of the types of Unsecured Protected Health Information that were involved in the Breach, if known (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. any steps individuals should take to protect themselves from potential harm resulting from the Breach; and

5. a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.

e. Business Associate shall provide the information specified in Section IV.d., above, to Covered Entity at the time of the Breach notification if possible or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.d. and shall provide such information to Covered Entity even if the information becomes available after the forty-five (45)-day period provided for initial Breach notification.

## V. OBLIGATIONS OF COVERED ENTITY

a. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

## VI. TERM AND TERMINATION

a. Term. The Term of this Addendum shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VII.c., when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the Agreement.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate and Business Associate's failure to cure such breach within thirty (30) days of receiving notice of same from Covered Entity, Covered Entity shall have the right to terminate this Addendum and the Agreement.

c. Effect of Termination.

1. Except as provided in paragraph 2. of this subsection, upon termination of this Addendum, the Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## VII. MISCELLANEOUS

a. **No Rights in Third Parties.** Except as expressly stated herein, the Parties to this Addendum do not intend to create any rights in any third parties.

b. **Survival.** The obligations of Business Associate under Section VII(c) of this Addendum shall survive the expiration, termination, or cancellation of this Addendum, the Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

c. **Amendment.** This Addendum may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Addendum to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Addendum fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Addendum, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Addendum fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Addendum and the Agreement upon written notice to the other party.

d. **Independent Contractor.** None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

e. **Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

f. **Certain Provisions Not Effective in Certain Circumstances.** The provisions of this Addendum relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic Protected Health Information from or on behalf of Covered Entity.

g. **Ownership of Information.** Covered Entity holds all right, title, and interest in and to the PHI and Business Associate does not hold and will not acquire by virtue of this Addendum or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

h. **Entire Agreement.** This Addendum is incorporated into, modifies and amends the Agreement, inclusive of all other prior amendments or modifications to such Agreement. The terms and provisions of this Addendum shall control to the extent they are contrary, contradictory or inconsistent with the terms of the Agreement. Otherwise, the terms and provisions of the Agreement shall remain in full force and effect and apply to this Addendum.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year written above.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

**Business Associate:**

**Covered Entity:**

**EMS Management & Consultants, Inc.**

**Village of North Palm Beach**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**VILLAGE OF NORTH PALM BEACH  
POLICE DEPARTMENT**

---

TO: The Honorable Mayor and Members of the Village Council  
THRU: Chuck Huff, Village Manager  
FROM: Rick Jenkins, Police Chief  
DATE: February 8, 2024  
SUBJECT: **RESOLUTION – Approving the purchase of Police Radio Equipment and Accessories from Communications International, Inc. at a total cost of \$43,840.36 utilizing pricing established in an existing Hillsborough Sheriff’s Office contract.**

---

Village Staff is recommending Village Council consideration and adoption of a Resolution approving the purchase of Police Radio Equipment and Accessories. The purchase includes radios for police vehicles, portable radio equipment, installation, parts, repairs, and maintenance.

Background:

The Police Department utilizes police radio equipment as a means of receiving and transmitting assignments, summoning for assistance, broadcasting emergency messages, and coordinating field activities.

Purchasing:

The attached quote is based on pricing per Hillsborough County Sheriff’s Office (HCSO) Contract 15-20.

As this purchase exceeds \$25,000.00 and is less than \$50,000, the Village’s purchasing policies and procedures require approval by the Village Council on the consent agenda. There are adequate funds in the budget to cover this purchase. This is not a capital purchase and does not require the use of CIP funds.

Funding:

Department	Account Number	Account Description	Amount
Police	A5711-34660	R & M P.A. Comm. Systems	\$43,840.36

The attached Resolution has been prepared and/or reviewed for legal sufficiency by the Village Attorney.

Recommendation:

**Village Staff requests Council consideration and approval of the attached Resolution approving the purchase of Police Radio Equipment and Accessories from Communications International, Inc. pursuant to pricing established in the HCSO contract 15-20 at a total cost of \$43,840.36, with funds expended from Account No. A5711-34660 - R & M P.A. Comm. Systems, in accordance with Village policies and procedures.**

## RESOLUTION 2024-\_\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING THE PURCHASE OF POLICE DEPARTMENT RADIO EQUIPMENT AND ACCESSORIES FROM COMMUNICATIONS INTERNATIONAL, INC. PURSUANT TO PRICING ESTABLISHED IN AN EXISTING HILLSBOROUGH COUNTY SHERIFF'S OFFICE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Police Department requested the purchase of portable radio equipment and accessories, including installation, from Communications International, Inc. pursuant to pricing established in an existing Hillsborough County Sheriff's Office Contract (ITB No. 15-20); and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves the purchase of portable radio equipment and accessories, including installation, from Communications International, Inc. pursuant to pricing established in an existing Hillsborough County Sheriff's Office Contract (ITB No. 15-20) at a total cost of \$43,840.36, with funds expended from Account No. A5711-34660 (Police Department – R & M P.A. Communication Systems). The Village Council further authorizes the Village Manager to take all actions necessary to effectuate the purchase.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK



# Quotation

Page 1 of 1  
 Quotation ID QO0029517  
 Date 01/26/2024  
 Expiration date 02/09/2024  
 Terms N30  
 Salesperson Mikkie Etienne  
 Phone (561) 688-0330  
 E-mail metienne@ask4ci.com

Communications International, Inc.  
 2150 15th Ave  
 VERO BEACH, FL 32960

**Bill to**

North Palm Beach Police Department  
 Attn: Elizabeth Kimani  
 560 N. U.S. 1  
 NORTH PALM BEACH, FL 33408

**Delivery address**

North Palm Beach Police Department  
 Attn: Elizabeth Kimani  
 560 N. U.S. 1  
 NORTH PALM BEACH, FL 33408

FY-24 New equipment + installations

\*Pricing per HCSO Contract 15 - 20\*

\*\*No single piece of equipment or part is valued at \$5,000 or more.\*\*

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
	QO0029023 - (1) XG-75 Scan Portable	1.00	3,113.15	0%	3,113.15	3,113.15
	QO00290026 - (2) Standard Installs - Patrol Console	1.00	10,042.32	0%	10,042.32	10,042.32
	QO0029080 - (3) Transcievers + Features	1.00	10,524.66	0%	10,524.66	10,524.66
	QO0028989 - (3) Mobile Installs - Low Profile	1.00	15,160.23	0%	15,160.23	15,160.23
	Parts, Repairs & Maintenance	1.00	5,000.00	0%	5,000.00	5,000.00

**Pre-tax Total \$43,840.36**

**Order Acceptance - Please sign below**

Signature \_\_\_\_\_  
 Printed name \_\_\_\_\_  
 Date \_\_\_\_\_

***This quotation does not include tax  
 Applicable taxes will be calculated during invoicing***

**Not an Invoice – Do Not Pay**

By signing this quotation and/or submitting a purchase order pursuant to this quotation you acknowledge that you have read and agree to be bound by Communications International, Inc.'s terms and conditions of sale, service, and technical support. Orders may be subject to shipping & handling charges. All warranties are manufacturer's warranties. Terms and Conditions: [www.ask4ci.com/termsandconditions](http://www.ask4ci.com/termsandconditions)

This proposal does not reflect (include) material/labor cost escalations beyond a standard inflationary rate (SIR) of 6.5%. We reserve the right to recover cost impacts above (SIR).  
 Equipment will be invoiced upon delivery.

# Hillsborough County Sheriff's Office

INVITATION TO BID No. 15-20

800 MHz ENHANCED DIGITAL SIMULCAST  
SYSTEM (EDACS) and 700 MHz DIGITAL P25  
COMMUNICATIONS SYSTEMS

Photos:Wikipedia



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**HILLSBOROUGH COUNTY  
SHERIFF'S OFFICE**



**CHAD CHRONISTER, SHERIFF**

INVITATION TO BID No. 15-20

800 MHz ENHANCED DIGITAL SIMULCAST  
SYSTEM (EDACS) and 700 MHz DIGITAL P25  
COMMUNICATIONS SYSTEMS

DECEMBER 20, 2020

# HILLSBOROUGH COUNTY SHERIFF'S OFFICE



**CHAD CHRONISTER, SHERIFF**

Hillsborough County Sheriff's Office  
Sheriff's Operations Center, Financial Services Division – Purchasing Section  
2008 East 8th Avenue  
Tampa, FL 33605

Heather Brewer, Buyer

☎: (813) 247-0028    ✉: HBrewer@TeamHCSO.com

## **INSTRUCTIONS TO BIDDERS**

Included herein are GENERAL TERMS & CONDITIONS (PART A), SPECIAL PROVISIONS (PART B), SPECIFICATIONS (PART C) and BID RESPONSE (PART D), which together with all attachments, constitute the entire "Bid Package". Said Bid Package must be the basis upon which all bids are offered and must be kept together and returned, intact, by the time and at the place specified herein. The Bidder must manually sign the GENERAL TERMS AND CONDITIONS (PART A) and BID RESPONSE (PART D). Any questions concerning this Invitation to Bid (Bid) should be directed to the Buyer whose name appears above.

When awarded, the Bid Package becomes the "**Contract Document**". The Bidder's signature on the BID RESPONSE (Part D), constitutes Bidder's agreement to the terms therein. The signature on the Bid Package must be that of an Officer of the Company, or an individual authorized to commit the Company to a legal and binding Contract. **READ THE ENTIRE BID PACKAGE CAREFULLY BEFORE SIGNING.**

## **NOTICE TO BIDDERS**

**WHEN SUBMITTING A SEALED BID PACKAGE, CLEARLY MARK THE PACKAGE AS A BID DOCUMENT ON THE OUTSIDE OF THE ENVELOPE OR BOX. INCLUDE THE BID NUMBER AND THE DATE AND TIME OF THE BID OPENING.**

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<b>PROPOSED SCHEDULE OF EVENTS</b>	<b>DATE</b>
Bid Advertised / Posted to HCSO and OSD Websites	December 20, 2020
<b>DEADLINE TO SUBMIT BID</b>	January 4, 2021
Award Notification Target Date	January 22, 2021

**HILLSBOROUGH COUNTY SHERIFF'S OFFICE  
2008 EAST 8TH AVENUE  
TAMPA, FLORIDA 33605**

**SUBJECT:** INVITATION TO BID 15-20

**BID TITLE:** 800 MHZ ENHANCED DIGITAL SIMULCAST SYSTEM (EDACS) AND 700 MHZ DIGITAL P25 COMMUNICATIONS SYSTEMS

**OPENING DATE & TIME:** 📅 January 4, 2021 at 🕒 3:00 PM

**PLACE:** Hillsborough County Sheriff's Office  
Sheriff's Operations Center  
Financial Services Division - Purchasing Section  
2008 East 8th Avenue  
Tampa, FL 33605

Bids will be received until the time and date shown and will be read aloud immediately thereafter at the "Place" indicated. A video recording of the Bid opening will then be posted to the Hillsborough County Sheriff's Office (HCSO) website <https://TeamHCSO.com/Purchasing>.

Bid Overview: The purpose of this Invitation to Bid (Bid) is to describe the requirements of Chad Chronister, The Sheriff of Hillsborough County, a Constitutional Officer of the State of Florida ("HCSO") for microwave systems (to include Antenna and Tower, as well as UPS and DC systems); 700/800 MHz, EDACS and P25 trunked and conventional simulcast systems, preventive maintenance, maintenance, equipment, repairs, parts, and services. Services and repairs would include, but not be limited to base station equipment, simulcast common control equipment, voting equipment, mobile equipment and portable equipment which will include all accessories and system support equipment. Future P25 systems, Conventional systems, and equipment are to be included in this Agreement.

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**PART A – GENERAL TERMS & CONDITIONS:**

1. **BIDS:** Must be contained in a SEALED envelope addressed to: Hillsborough County Sheriff's Office, Sheriff's Operations Center, Financial Services Division – Purchasing Section, 2008 East 8th Avenue, Tampa, Florida 33605. To prevent inadvertent opening, the Bid must be marked as a BID DOCUMENT (including the Bid number, date, and time of Bid opening) on the outside of the envelope.

If our specifications, when included, are not returned with your Bid, and no specific reference is made to them in your BID RESPONSE (PART D), it will be assumed that all specifications will be met. When materials, sketches, cuts, descriptive literature, company's or manufacturer's specifications which accompany the BID RESPONSE (PART D), contain information that can be construed or is intended to be a deviation from our specifications, such deviation must be specifically referenced in your BID RESPONSE (PART D).

2. **BID DELIVERY:** The responsibility for getting the Bid to the HCSO on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The HCSO will in no way be responsible for delays caused by the United States Postal Service, other courier service, other method of delivery, or a delay caused by any other occurrence. The Bidder shall be responsible for reading very carefully and understanding completely the requirements in the specifications. Bids will not be accepted after the time specified for receipt. Such bids shall be returned to the Bidder with the notation "This Bid was received after the time designated for the receipt and opening of bids".
3. **ON-LINE DOCUMENTS:** The HCSO publishes all procurement-related documents on its website at <https://TeamHCSO.com/Purchasing> for the convenience of vendors desiring to do business with the HCSO and to save tax dollars. This service is public record and the HCSO is responsible only for documents as published. Any modifications or alterations to the original document language may be cause for rejection of a bid.
4. **TIME FOR CONSIDERATION:** By virtue of bidding the Bidder warrants that all prices quoted in the response shall remain in effect for an evaluation period of 60 calendar days from the date of the bid opening unless otherwise stated. Bidders will not be allowed to withdraw or modify their Bids after the opening date and time.
5. **PRICES:** All bids submitted must show the net bid price after any and all discounts allowable have been deducted. **Prices quoted are to be F.O.B. Destination.** All prices shall include freight (to include manufacturer to distributor), packaging, and any other similar fees. The HCSO is exempt from all state sales, use, transportation, and excise taxes. The HCSO will issue tax exemption certificates to the Awarded Bidder.

**The Bidder's attention is directed to the laws of the State of Florida including, but not limited to, Chapter 212, Florida Statutes, which applies to all transactions resulting from this Bid, and that all applicable taxes and fees shall be deemed to have been included in the BID RESPONSE (PART D) as part of the materials cost, when applicable.**

6. BID ERRORS: When errors are found in the extension of bid prices, the unit price will govern. Bids having erasures or corrections must be initialed in ink by the Bidder.
7. CONDITION OF MATERIALS AND PACKAGING: Unless otherwise indicated, it is understood and agreed that any commodity offered or shipped on this Bid shall be NEW and in FIRST CLASS CONDITION or FIRST QUALITY, that all containers shall be NEW and suitable for storage or shipment, and that prices include standard commercial packaging for the items shipped.
8. CLAIMS: The Awarded Bidder will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.
9. WHEN TO MAKE DELIVERY: Deliveries resulting from this Bid are to be made during the normal working hours of the HCSO. It is the Bidder's responsibility to obtain this information.
10. INFORMATION AND DESCRIPTIVE LITERATURE: Bidders must furnish all information requested in the Bid. If specified, each Bidder must submit samples, cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature submitted with previous responses will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
11. BID SUBMITTAL COSTS: Submittal of a Bid is solely at the cost of the Bidder and the HCSO in no way is liable or obligates itself for any cost incurred by the Bidder in preparing the Bid Package.
12. NO BID: If you do not wish to submit a response to this Bid, please return the STATEMENT OF NON-PARTICIPATION found in this Bid Package. This "No Bid" information is helpful to the process and assures the HCSO you wish to remain on the HCSO Vendor List.
13. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA): The Bidder certifies that all material/items contained in their response meet all OSHA requirements.
14. LAWS, STATUTES, AND ORDINANCES: The terms and conditions of the Bid and the resulting Agreement shall be construed in accordance with the laws, statutes, and ordinances of the state of Florida and of Hillsborough County. Where such regulations are referenced, they shall be interpreted to apply to this Bid and to the resulting Agreement. While the Sheriff is not bound by Chapter 287, Florida Statutes, in the spirit of fair dealing and just opportunity, the HCSO endeavors to meet the directives and business practices articulated in the Chapter.  
  
The Proposer's attention is directed to the fact that all applicable Federal, State and local laws, ordinances, codes, rules and regulations shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written. Florida law will govern all questions concerning implementation and execution of this contract and shall also be controlling in any cause of action brought pursuant to this contract.
15. ACCEPTANCE AND REJECTION: The HCSO reserves the right to reject any or all bids, for cause, to waive irregularities, if any, and to accept the Bid (or Bids) which, in the judgment of the Sheriff, are in the best interest of the HCSO. The HCSO reserves the right to evaluate, add,

and/or reject any items from any bid options or resulting contract(s) when deemed to be in the best interest of the HCSO.

16. APPROPRIATION OF FUNDS: The HCSO, as an entity of local government, is subject to the appropriation of funds by the Hillsborough County Board of County Commissioners in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of any contract entered into as a result of this Bid for each and every fiscal year following the fiscal year in which this Contract is executed and entered into, and for which the Contract shall remain in effect. The HCSO shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under the Contract, provide prompt written notice of such event and, effective 30 calendar days after the giving of such notice, or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to such Contract.
17. PROTESTS: Any prospective Bidder who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all Bids must submit a notice of protest in writing within 72 hours (excluding HCSO holidays, Saturdays and Sundays) of the notice of award to the HCSO Purchasing Section by registered mail or hand delivery for which a receipt shall be provided.
  - A. The HCSO will have five (5) business days upon receipt of the notice to review and consider the protest as written. The Buyer will coordinate the review process with the parties involved and may request additional information from the Bidder or request a meeting to gain further clarification of the issues. Upon completion of this review process, the Buyer will make a recommendation to the Chief Financial Officer (CFO).
  - B. The CFO may concur with the recommendation or arrive at a separate decision. The decision of the CFO will be communicated to the Bidder in writing. This decision, and the basis upon which it was made, will be communicated to the Bidder within five (5) business days following the receipt of the recommendation from the Purchasing Section. A single appeal of the CFO's decision is available by submitting a notice in writing within 72 hours (excluding HCSO holidays, Saturdays and Sundays) requesting a management review of the decision. Final decision of an appeal will be made by the Sheriff.
18. PUBLIC ENTITY CRIMES: Pursuant to §§287.132-133, *Fla. Stats.*, the HCSO, as a public entity, may not accept any bid, proposal or reply from, award any contract to, or transact any business in excess of the threshold amount provided in §287.017, *Fla. Stat.*, for Category Two (\$35,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that the person or affiliate was placed on the convicted vendor list, unless that person or affiliate has been removed from the list pursuant to §287.133 (3)(f), *Fla. Stat.* If you submit a response to this Bid, you are certifying that §§287.132-.133, *Fla. Stats.* does not restrict your submission.
19. PUBLIC RECORDS: Any material submitted in response to this Bid will become a public document pursuant to §119.07, *Fla. Stat.* This includes material which the respondent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon



21. SIGNATURE OF ACKNOWLEDGMENT:

The General Terms & Conditions outlined above are acknowledged. Our Bid is attached.

Communications International, Inc.

Company Name

Mike Stork

Print Name

Chief Operating Officer

Title



Signature of Company Officer

12/21/2020

Date

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID AFTER COMPLETING PARAGRAPH 21. EACH BID, AND ANY CLARIFICATIONS TO THAT BID, AS WELL AS ALL AMENDMENTS OR ADDENDA TO THIS DOCUMENT SHALL BE SIGNED BY AN OFFICER OF THE COMPANY OR A DESIGNATED AGENT EMPOWERED TO BIND THE COMPANY IN CONTRACT. EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, MAY BE NOTED IN THE BID RESPONSE, EXCEPTIONS (PART D, PARAGRAPH 1).

PART B – SPECIAL PROVISIONS:

1. COMMUNICATION BETWEEN PARTIES: All questions in regard to this Bid are to be directed, in writing, to Buyer: Heather Brewer at ✉ [HBrewer@TeamHCSO.com](mailto:HBrewer@TeamHCSO.com), or by fax 📠 at (813) 242-1851. No communication is allowed, either directly or indirectly, with any other HCSO employee in regard to this Bid prior to the notice of award.

In the interest of public access, all documents relating to this Bid will be posted to the HCSO website at <https://TeamHCSO.com/Purchasing>. This will include Q & A responses, amendments, addenda, etc. Posting documents to the HCSO website is considered the official method of notification regardless of other notification methods the Buyer utilizes for convenience of the parties involved.

4. THE VENDOR PACKET: APPENDIX I must be returned with your Bid Response along with copies of Hillsborough County Business Tax Receipt, other local government, or state business license(s).

5. BIDDER QUALIFICATIONS:

- A. Local Facility Requirements: Bidders will be required to furnish evidence in writing that they maintain permanent places of business within Hillsborough County, Florida. The HCSO reserves the right to inspect the Bidder's place of business and equipment prior to award of any contract, for determining ability to meet terms and conditions as set forth herein.
- i) A secure full-service repair facility must be provided within a 25-mile radius from 2310 N Falkenburg Road, Tampa, Florida 33619.
  - ii) The local facility must be equipped to provide repair of communications equipment and a special area for staging of system equipment. That facility shall be equipped with a training classroom or other area possibly combined with the staging area for conducting on-site training for communications equipment and systems.
  - iii) The facility shall be equipped with drive-in bays for servicing mobile radio equipment and performance of mobile equipment installations.
  - iv) The facility shall be equipped with secure storage rooms or areas for the security and protection of equipment that is waiting to be delivered, installed or repaired.
  - v) The Awarded Bidder shall have proper tools, gauges, equipment and vehicles to successfully perform work as required. All equipment necessary to perform work under this contract which requires certification with the State of Florida, shall be current. The HCSO reserves the right to require an inspection or demonstration of the materials and/or equipment to be utilized on HCSO equipment at any time, either prior to or after the award of this contract. Any exceptions should be noted in BID Response Section PART D. The Awarded Bidder will also work with the HCSO to critique existing preventive maintenance procedures and forms as well as to assist with development of any procedures not included in its documentation.

- B. Business Qualifications: Bidders shall have engaged in business in the Hillsborough County area for a period of not less than the past five (5) years and shall provide references upon request and have adequate equipment, finances and personnel to furnish the item or service offered satisfactorily and expeditiously. Bidders shall be L3Harris Corporation authorized sales and service centers for the Hillsborough County, Florida area, due to the proprietary nature of the communications system equipment, software, software support, warranty support and specialized training required.
- C. Personnel Qualifications:
- Bidder shall employ only qualified operators and workmen who are skilled in the performance of the type of work in consideration. Employees working on HCSO premises, within its facilities and/or on its communications equipment may be subject to background checks. Personal references may also be required.
- a.) Technicians must have L3Harris (M/A-Com) certification for EDACS and P25 Simulcast Equipment and Systems with five years' experience in the maintenance of L3Harris (M/A-Com) EDACS and P25 Simulcast Equipment and Systems.
- b.) The Awarded Bidder must have capable and experienced personnel to properly diagnose and complete repairs. The Awarded Bidder shall provide proof of training certificates acquired by its employees demonstrating the quality level of their expertise and training.
- D. Engineering Qualifications and Services: The Bidder must be capable of providing system engineering services for Radio Frequency (RF) System design, RF coverage design and calculations with current RF coverage modeling tools. The Bidder must also be capable of providing Engineered system drawings and / or documentation for both proposed and as-built system replacements or upgrades. The Bidder must have technical personnel who possess either five years of experience with L3Harris microwave equipment, Nokia microwave and Intraplex Multiplex experience or certification.
- E. Turnkey System Implementation: The Bidder must be capable of providing turnkey system implementation and integration solutions.
- F. Professional Services: In addition to the Engineering Servicing listed above, the Bidder must be capable of providing professional services that would include, but not limited to the following:
- i.) System Engineering
- ii.) Project Management
- iii.) Site Management
- iv.) Site Engineering
- v.) Site Permitting
- vi.) Vehicle Installers
- vii.) FCC License Application preparation and processing.

6. SUBCONTRACTING:

The successful Proposer may not sublet or subcontract any of the contractual obligations concerning this bid matter except as provided for in the written contract between the HCSO and Awarded Bidder. This statement prohibits subcontracting overall management obligations pertaining to the work and requires the Awarded Bidder to retain ultimate liability for all contractual obligations.

7. CERTIFICATE OF INSURANCE:

- A. Worker's Compensation Insurance: The Awarded Bidder shall take out and maintain during the life of this Contract, Worker's Compensation Insurance for all of its employees connected with the work of this project and, in case any work is sublet, the Awarded Bidder shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all the Latter's employees unless such employees are covered by the protection afforded by the Awarded Bidder. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any hazardous work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Awarded Bidder shall provide, and cause each Subcontractor to provide adequate insurance, satisfactory to the HCSO, for the protection of its employees not otherwise protected.
- B. Contractors Public Liability and Property Damage Insurance: The Awarded Bidder shall take out and maintain during the life of this Contract, Comprehensive General Liability Insurance (including operations, completed operations, products, contractual, and owners and contractors protective liability) and Comprehensive Automobile Liability Insurance and shall protect itself from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by itself or by anyone directly or indirectly employed by him, and the amounts of such insurance shall be the minimum limits as follows:
- |      |                       |  |
|------|-----------------------|--|
| i.)  | Comprehensive General | \$300,000 bodily injury and property damage combined single limit. |
| ii.) | Automobile            | \$300,000 bodily injury and property damage combined single limit. |
- C. Professional Liability Insurance: The Awarded Bidder shall take out at its own expense, during the life of this Contract, Professional Liability Insurance in the amounts of:
- |      |                               |
|------|-------------------------------|
| i.)  | \$500,000 per occurrence; and |
| ii.) | \$1,000,000 aggregate.        |

The policy(ies) shall show Chad Chronister, Sheriff as additional named insured; include the severability of interest provision; provide that all liability coverage required under contract are primary to any liability insurance carried or any self-insured programs of the Sheriff.

The Awarded Bidder shall not commence any work in connection with this Contract until he

has obtained and provided copies of same to the HCSO, nor shall the Awarded Bidder allow any Subcontractors to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida. Sixty (60) calendar days' notice of cancellation, non-renewal, or change in the insurance coverage is a requirement.

8. TEST DATA: Forms for annual preventive maintenance shall be presented to the HCSO for approval prior to the commencement of any services. The test data forms shall be consistent in the layout for ease of review and analysis. Sample test data forms are included as part of this RFP for information purposes only and are not necessarily the only forms required for the recording of test data associated with the system alignments and preventive maintenance.
- A. At least 10 days prior to the commencement of the Annual Preventative Maintenance work, the Awarded Bidder shall present the HCSO with the complete alignment and testing procedures for each type of equipment included in the annual PM for review and approval. Also, 10 days prior to the commencement of the Annual Preventive Maintenance work the Awarded Bidder shall present the HCSO with a schedule for review and approval.
  - B. Within 30 days of completion of the system alignment and preventive maintenance, the Awarded Bidder shall provide three (3) sets of test data in hard cover 3-Ring Notebooks. The notebooks shall include a table of contents and associated tabs for each communications site which shall include the completed test data forms for the respective equipment at each site. The Awarded Bidder shall also provide three (3) sets of test data electronically on CD in Word, Excel, PDF or a combination of these files.
  - C. The Certificates of Calibration for the test equipment used for the alignment and testing of the systems shall be included in the notebooks and CD diskette with the test data forms.
  - D. The Annual Preventative Maintenance Document shall include Tabs that include the following information relevant to the communications systems:
    - i.) Calibration Certificates
    - ii.) L3Harris Security Update Management Service (SUMS)
    - iii.) Software Release Notes
    - iv.) Site Equipment Problem Notes and Recommendations
    - v.) Alignment and Test Procedures Utilized for PM & Testing
9. PERFORMANCE BOND AND LABOR AND MATERIALS PAYMENT BOND: Prior to execution of the Agreement, the Awarded Bidder shall furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount as listed hereunder. Premiums for Bonds shall be paid by the Awarded Bidder.
- A. Surety Company Requirements: The Surety Company shall be licensed to transact surety business in Florida, shall be certified to issue the total amount of the bond on any one risk, and shall be otherwise acceptable to the HCSO.

- B. Time of Delivery and Form of Bonds: The Awarded Bidder shall deliver the required bonds to the Hillsborough County Sheriff no later than the date of execution of the Contract.
- C. Bonds: "Performance and Payment Bond" shall be for \$25,000.00 in behalf of the Hillsborough County Sheriff. The bonds shall be written on the Surety Company's standard form.
- D. The Awarded Bidder shall require the Attorney-In-Fact who executes the required bonds on behalf of the Surety Company to affix to the bond a certified and current copy of his Power of Attorney, indicating monetary limit of such power.
- E. Alternative Forms of Security: In lieu of the bond required by this section, the Awarded Bidder may file with the HCSO, an alternative form of security that shall be in the form of cash, money order, certified check, cashier's check, or irrevocable letter of credit. Such alternative forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable to the bond required by this section. The determination of the value of such alternative forms of security shall be made by the HCSO.
- F. Release of Bonds: Bonds will be released after all conditions of the contract have been met, final acceptance given, and all inspections have been satisfied and a statement of warranty and release of lien has been issued.
10. BRAND NAMES: The information listed for the equipment and/or materials requested is provided to establish a standard of quality. The HCSO will not allow substitutions to the brand name, model number, or the configuration of the requested equipment or service unless authorized in writing. All items not specifically mentioned but which are standard factory items shall be included. Manufacturer's specification sheets shall be furnished with the Bid Response. Any violation of such procedure will be considered cause for rejection of the Bid Response.
11. CONFLICT OF INTEREST: The Bidder agrees to disclose any organizational conflict of interest, perceived or real, for evaluation of HCSO's compliance with §112.313, *Fla. Stat.* regarding standards of conduct for public officers, employees of agencies, and local government attorneys.
- No HCSO employee acting in an official capacity, as a purchasing agent, or public officer, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for HCSO from any business entity of which the officer, partner, director, or proprietor, or in which such officer or employee or the officer's or employee's spouse or child, or any combination thereof, has a material (>5%) interest. An officer or employee is also prohibited from having an employment or contractual relationship that creates a continuing or recurring conflict between their private interest and the performance of their HCSO public duties.
12. AWARD: Award shall be made to the most responsible and responsive Bidder, meeting specifications, price and other factors and shall be made on an ALL-OR-NONE TOTAL OFFER basis.

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- A. Notification of Award will be sent to the Bidder receiving the Award. Bid results will be published on the HCSO website: <https://TeamHCSO.com/Purchasing>.
- B. In the event two (2) or more Bidders have submitted the best bid, preference may be given in the award in the following order. First, to the Bidder who has his/her principal place of business in Hillsborough County; second, to the Bidder who has a place of business in Hillsborough County; and third, if the Bidders involved are all located inside/outside Hillsborough County, the toss of a coin will be used to break the tie.
13. **BID OPENING:** The Bid opening will *not* be open to the public. Bids will be received until the time and date shown and will be read aloud immediately thereafter at the "Place" indicated. A video recording of the Bid opening will then be posted to the HCSO website <https://TeamHCSO.com/Purchasing>.
- A. Bids must be received by the HCSO Purchasing Section no later than the time and date shown within this Bid document. Bidders mailing their Bid Packages should allow for normal mail time to ensure receipt by HCSO prior to the time and date fixed for the acceptance of the bids. Bids or unsolicited amendments to bids, received by the HCSO after the acceptance date will not be considered and will be returned unopened marked "This Bid was received after the time designated for the receipt and opening of bids".
- B. The HCSO reserves the right to postpone the date for receipt and opening of bids or other deadlines and will make a reasonable effort to give at least five (5) calendar days' notice of any such postponement to each prospective Bidder.
14. **CONTRACT PERIOD:** The Contract shall be effective for five (5) years from the date of award. By written mutual consent between the HCSO and the Vendor, the Contract may be extended on an annual basis for up to five (5) additional two-year periods.
15. **ESCALATION/DE-ESCALATION:** The HCSO will allow an escalation/de-escalation provision in this Bid. The escalation/de-escalation will be allowed provided the Awarded Bidder(s) notify the HCSO's Financial Services Division of the pending increase or decrease a minimum of 60 calendar days prior to the end of each two (2) year period for which the Bid was awarded. Said notification shall consist of manufacturer's proof of increase and shall include each individual item, the amount of increase/decrease, and the applicable Bid Item Number. Failure to comply with these instructions shall be grounds for disallowance of the escalation/de-escalation clause as stated herein.
16. **ADDITION/DELETION:** The HCSO reserves the right to add or delete any items from this Bid or resulting Contract(s) when deemed to be in the best interest of the HCSO. Any additions or deletions to the Bid will be considered amendments. Any additions or deletions to the Contract will constitute a Change Order and must be executed in writing and approved by the CFO. The Change Order will consist of a memo to the CFO describing the justification for the item addition accompanied by the Awarded Bidder's written, fixed price quote for each item to be added. If approved by the CFO, the item will be added to the Contract and recorded on the original Bid tabulation/price sheet.

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17. CANCELATION: When deemed to be in the best interest of the HCSO, any contract(s) resulting from this Bid may be canceled by the following means:

10 calendar days' written notice with cause, or;  
30 calendar days' written notice without cause.

If it becomes necessary to terminate the Contract without cause, all items and/or materials provided through the date of receipt of written notice of cancelation may be invoiced to the HCSO, and will be considered for payment providing documentation of said expenses are forwarded with the request for payment. An award may be made to the next best responsive Bid and responsible Bidder based on evaluation, or articles specified may be purchased on the open market similar to those so terminated.

18. ASSIGNMENT: The Awarded Bidder will not assign, transfer, convey, or otherwise dispose of this contract or any part thereof, or of its right title or interest therein or its power to execute this contract or any amendment or modification hereto, to any other person, company or corporation, without prior written consent of the HCSO. Sale of a majority of corporate stocks, filing for bankruptcy or reorganization shall be considered an assignment.
19. DEFAULT: The Contract may be canceled or nullified by the CFO in whole, or in part, by written notice of default to the Awarded Bidder(s) upon non-performance or violation of Contract terms. An award may be made to the next best responsive Bid and responsible Bidder based on evaluation, or articles specified may be purchased on the open market similar to those so terminated. Failure of the Awarded Bidder to deliver materials, or items within the time stipulated in this Bid, unless extended in writing by the Financial Services Division, shall constitute Contract default. Awarded Bidders who default on contracts may be removed from the HCSO Vendor List and determined ineligible for future contracts at the discretion of the CFO.
20. NEXT BEST BIDDER: In the event of a default by the Awarded Bidder, or cancelation by HCSO, the HCSO reserves the right to utilize the next best responsive Bid and responsible Bidder. In the event of this occurrence, the new Awarded Bidder shall be required to provide the Bid items at the prices as contained in their BID RESPONSE (PART D), for the remainder of the award period.
21. LOCATIONS: The requirements for this Bid Package include furnishing the services specified herein including, but not limited to the sites and locations listed in Attachment "A." The HCSO reserves the right to add or delete equipment, sites and locations to be serviced under this agreement. If services under contract cannot be fulfilled within the time frame of this requirement, the HCSO's Financial Services Division shall to be notified, in writing, thus permitting the HCSO to obtain the required materials/items and/or exercise its options as stated herein.

22. WARRANTY:

- A. The Awarded Bidder will warrant all workmanship for a period of no less than one (1) year.
- B. The Awarded Bidder will warrant services performed to be in direct compliance with all Federal, State, and local laws, ordinances, codes, rules and regulations that in any manner affect this work.
- C. During the warranted period, the Awarded Bidder will restore or remove and replace warranted work to its original specified condition in the event of failure. Awarded Bidder will restore or remove and replace other work which has been damaged by failure of warranted work, or which must be removed and replaced to gain access to warranted work. Cost of restoration or removal and replacement of warranted work that has failed, Awarded Bidder will reinstate the warranty by issuing an addendum to the original warranty for at least the remaining warranted period. Equipment warranty shall be for the period extended by the manufacturer.

23. ESTIMATES: Quantities provided are estimates only and are not binding upon the HCSO or any other of the entities listed above. Quantities given are those of the HCSO only.

Prior to the commencement of the Work, the Awarded Bidder shall provide a written, detailed estimate for all Work for approval by the HCSO Communications Maintenance Manager, hereafter referred to as the Section Manager.

Estimates for repairs shall be inclusive of all labor, travel time, shop supplies and materials including but not limited to the items specified herein. The invoice shall not exceed the written estimate without prior written approval from the Section Manager.

24. RESPONSE TIME AND TIME FOR COMPLETION: All work or repairs shall be completed within 48 hours upon receipt of service call, or less following approval of the estimate. The Awarded Bidder shall respond on-site within 12 hours upon receipt of Emergency Service call. This covers breakdowns of equipment that could affect the operations of the HCSO. The Awarded Bidder must include a time of completion and justification for the time extension in the written estimate. The HCSO reserves the right to use an alternate repair service if the Awarded Bidder cannot complete the Work within an acceptable time frame.25. REPLACEMENT PARTS: Parts supplied by the Awarded Bidder for equipment covered under this Contract shall be as recommended by the respective equipment's manufacturer or an acceptable equivalent. Repairs with non OEM parts or improperly used parts are not acceptable.26. HCSO PROVIDED PARTS AND MATERIALS: The HCSO may require the Awarded Bidder to install parts or materials provided by the HCSO. These parts may be new or used. The Section Manager will coordinate this with the Awarded Bidder as needed. The Awarded Bidder shall charge the Bid Labor Rate for the installation of these parts.27. OUTSIDE REPAIRS: Any resulting award shall not be construed to encompass all repairs to the HCSO systems specified herein. The HCSO reserves the right to have repairs performed by other providers, if necessary, to keep the HCSO in full operation.

28. **HIDDEN DAMAGES:** When hidden damages are discovered after the Work or repairs have commenced, the Awarded Bidder must advise the Section Manager as to the nature and the extent of the hidden damage and provide a written estimate of additional repairs needed. No additional Work shall commence until approved by the Section Manager or his designee.
29. **EMERGENCY:** If and when an emergency requirement should occur, the HCSO reserves the right to deviate from this Contract and procure the item(s) from the most available source.
30. **INVOICING AND PAYMENTS:** The Awarded Bidder shall invoice the HCSO as work is completed. All invoices must have a unique invoice number and include: shipping location, description and quantity of items shipped or work performed, stock number, unit price the HCSO purchase order or work order number. All invoices must be approved and signed by the Section Manager or designee. Payment shall be made in accordance with §215.422, *Fla. Stat.* which states the Vendor's rights and the HCSO's responsibilities concerning interest penalties and time limits for payment of invoices. Timely payment of invoices is incumbent upon the HCSO and in no case shall payment exceed 45 calendar days from date of receipt of a properly approved application/invoice.
- A. Invoices shall be emailed to [AccountsPayable@HCSO.Tampa.FL.US](mailto:AccountsPayable@HCSO.Tampa.FL.US).
- B. Automated Clearing House (ACH) and HCSO Purchasing Card are the accepted methods of payment; please inquire at ☎ [AccountsPayable@HCSO.Tampa.FL.US](mailto:AccountsPayable@HCSO.Tampa.FL.US) or ☎ (813) 247-8276.
31. **EXCEPTIONS TO BID:** All Bid Responses must clearly state with specific detail all deviations to the requirements imposed upon the Bid by the GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B), and SPECIFICATIONS (PART C). Such deviations should be stated upon the BID RESPONSE (PART D), or appended thereto. All Bidders are hereby advised that the HCSO will only consider Bid Responses that meet the specifications and other requirements imposed upon them by this Bid. In instances where an exception is stated upon the BID RESPONSE (PART D), said Bid Response may be subject to rejection by the HCSO in recognition of the fact that said Bid Response does not meet the exact requirements imposed upon the Bidder by the GENERAL TERMS AND CONDITIONS (PART A) SPECIAL PROVISIONS (PART B) and SPECIFICATIONS (PART C).
32. **INDEMNIFICATION:** The Awarded Bidder will indemnify and hold harmless the HCSO and its employees and agents from and against all liabilities, claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its Work, provided that any such liability, claim, damage, loss, or expense is (a) attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from and (b) is cause in whole, or in part, by the act or omission of the Awarded Bidder, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole, or in part, by a party indemnified hereunder.

In any and all claims against the HCSO or any of its agents or employees by any employee of the Bidder, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the

previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Bidder or any Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

33. **GOVERNMENTAL PURCHASING COUNCILS:** All bids received on this specification shall be considered as proposers to members of the Hillsborough County and Tampa Bay Area Government Purchasing Council. Said members, at their discretion, may utilize this bid. All agencies will issue their own purchase orders, issue payments, and coordinate the service locations with the successful proposer as required, particularly those listed below:

Children's Board of Hillsborough County	Hillsborough Community College
City of Belleair Beach	Hillsborough County Aviation Authority
City of Clearwater	Hillsborough County Board of County Commissioners
City of Dunedin	Hillsborough County Property Appraiser
City of Gulfport	Hillsborough County School Board
City of Indian Rocks Beach	Hillsborough County Supervisor of Elections
City of Largo	Hillsborough County Tax Collector
City of Oldsmar	Manatee County Board of Commissioners
City of Pinellas Park	Pasco County Schools
City of Plant City	Pinellas County Clerk of the Court
City of Safety Harbor	Pinellas County Government
City of Saint Pete Beach	Pinellas County School Board
City of Saint Petersburg	Pinellas County Sheriff
City of Tampa	Pinellas Suncoast Transit Authority
City of Tampa Housing Authority	Saint Petersburg College
City of Tarpon Springs	State Attorney's Office
City of Temple Terrace	Tampa Airport
City of Treasure Island	Tampa Bay Water
Clerk of Circuit Court of Hillsborough County	Tampa Palms Community Development District
Expressway Authority	Tampa Port Authority
Hernando County	Tampa Sports Authority
Hillsborough Area Regional Transit Authority	Town of Indian Shores

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**PART C – SPECIFICATIONS:****1. IN GENERAL**

The purpose of this Invitation to Bid (Bid) is to describe the requirements of The Sheriff of Hillsborough County, a Constitutional Officer of the State of Florida ("HCSO") for microwave systems (to include Antenna and Tower, as well as UPS and DC systems); 700/800 MHz, EDACS and P25 trunked and conventional simulcast systems, preventive maintenance, maintenance, equipment, repairs, parts, and services. Services and repairs would include, but not be limited to base station equipment, simulcast common control equipment, voting equipment, mobile equipment and portable equipment which will include all accessories and system support equipment. Future P25 systems, Conventional systems, and equipment are to be included in this Agreement.

**2. SPECIFICATIONS AND SCOPE OF WORK****Overview of Services Required****I. Annual Alignment and Preventive Maintenance Service**

- a. Microwave System
- b. MPLS Network
- c. Multiplex Equipment
- d. 800 MHz EDACS Trunked Simulcast Station Equipment
  - i. Simulcast Equipment
  - ii. Voting Equipment
  - iii. Transmitter Combiners
  - iv. Receiver Multicouplers
  - v. Tower Top Amplifiers
  - vi. Antenna Systems
- e. 700 MHz P25 Trunked Simulcast Station Equipment
  - i. Simulcast Equipment
  - ii. Transmitter Combiners
  - iii. Receiver Multicouplers
  - iv. Tower Top Amplifiers
  - v. Antenna Systems
- f. 800 MHz Mutual Aid Conventional Simulcast Equipment
  - i. Simulcast Equipment
  - ii. Voting Equipment
  - iii. Transmitter Combiners
- g. Common Control Equipment
- h. Console Equipment
- i. UHF 450 MHz DMR Radio Equipment and associated accessories at Orient Road Jail and Falkenburg Road Jail
- j. Supply 3 sets of Test Data in Tabbed 3-Ring Notebooks

- k. L3Harris Security Update Management Services (SUMS) for P25/EDACS Equipment and Accessories
  
- II. Professional Services
  - a. Hourly Rates for Services
  - b. Hourly Rates for Emergency and Non-Emergency Repairs
  
- III. New Parts & Components
  - a. Boards, Modules and Parts to support communications systems
  
- IV. New Equipment and Accessories
  - a. Vendor Equipment for Expansion or Replacement
  
- V. Other Services, Options, Accessories
  - a. Vendor Services, Options and Accessories as required to support the Sheriff's Office communications systems and equipment
  
- VI. Additional Components and Services
  - a. Component and Services as required supporting the Sheriff's Office communications systems and equipment to be fully described.
  
- VII. Replacement Spare Parts, Boards & Modules (Refurbished or Exchanged) and Parts for Repair to include items requiring manufacturer or depot repair
  - a. Repair or Exchange of Boards and Modules
  - b. Supply of replacement parts for repairs requested and authorized by Sheriff's Office
  - c. Supply of Refurbished Boards and Modules
  
- VIII. Services and Equipment to Provide Turnkey System Reconfiguration and Upgrades
  - a. Services and Equipment as required to support the Sheriff's Office for reconfiguration of communications systems and upgrade of communications systems or equipment. Types of Services and Equipment to be fully described.

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### **Details of Microwave System, 700MHz and 800 MHz Communications System Preventative Maintenance**

Preventive Maintenance, for the purposes of this document is defined as to establish consistent practices designed to improve the performance and safety of the equipment at HCSO property, which shall include all alignments, adjustments and recording of all measurements before and after adjustments. Material, forms, procedures, etc. provided with this document are intended for reference and to establish the final processes to be agreed upon for the execution of the preventive maintenance for the various systems. All test data will be recorded in mutually agreed forms and format.

The alignment and preventive maintenance work is to be performed during mutually agreeable working hours and schedule. Work is to be performed to minimize the system intrusion and outages. All outages must be scheduled and coordinated through Communications Maintenance so that proper notifications may be made to the system users.

The successful Bidder is to supply all necessary and required test equipment, tools, personnel, transportation and all incidentals for performing the services described in PART C – SCOPE OF WORK. Any exceptions should be noted in BID Response Section PART D. The Contractor will also work with the HCSO to critique existing preventive maintenance procedures and forms as well as to assist with development of any procedures not included in its documentation.

The Awarded Bidder is to provide the outline and work description for preventive maintenance of the HCSO communications system and subsystems. This outline and work description is intended to establish the level and type of preventive maintenance that is to be performed. Upon receipt of outline and work description, the HCSO shall approve the plan within 10 working days or provide the Awarded Bidder with additional details to be included in the preventive maintenance work for the microwave systems, 700MHz and 800 MHz Trunked Simulcast systems, 800 MHz Conventional Simulcast systems, conventional systems, site common equipment, Control Point simulcast equipment, Voting equipment, Integrated Multisite Controller, Network Switching Center, Network First Gateway, Remote Console Electronics Controller, Consoles and user equipment.

- I. Microwave System
  - a. Radio (Nokia Microwave / MDR800 / MPR9500)
    - i. Transmit
      1. Frequency
      2. Measure & Adjust Transmit Power Output
      3. Voltages
      4. Test & Verify Hot Standby (Where Installed)
      5. Verify All Alarms
      6. Verify Operation of all Cooling Fans in RF and MUX Equipment
    - ii. Receive
      1. Measure RF Signal Levels

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2. Calibrate IF Amplifier Output Levels
  3. Calibrate Receiver AGC Alarms
  4. Verify All Alarms
  5. Test Fade Margin
  6. AGC & RSL
- b. Multiplex (INTRAPLEX)
    - i. Check and Set VF Send Levels
    - ii. Check and Set VF Receive Levels
    - iii. Check and Set Digital Levels
    - iv. Verify and Adjust All Attenuator Settings
    - v. Test and Set all Voltages
    - vi. Verify All Alarms
    - vii. Check MUX Loop Switching
      1. Check Audio Levels, Phase, Delay, etc.
  - c. RF Combining System
    - i. Check Metering Points
    - ii. Check Alarm Functions
  - d. Antenna Systems
    - i. Check Transmission Lines
    - ii. Check Antenna Systems
  - e. M/W Antenna System
    - i. Check Transmission Lines
    - ii. Check Transmission Lines for Leaks
    - iii. Check M/W Antennas
  - f. Dehydrators
    - i. Perform Checks on Dehydrators
    - ii. Verify Proper Operation
  - g. FARSCAN Alarm System
    - i. Verify Setup of FARSCAN Alarm System
    - ii. Reconfigure Alarms as Required
    - iii. Test and Verify All Alarms
- II. MPLS Network
- a. Voltages
    - i. Test & Verify Hot Standby (Where Installed)
    - ii. Verify All Alarms
    - iii. Verify Operation of all Cooling Fans
- III. 800 MHz EDACS Simulcast Systems
- a. Control Point
    - i. Simulcast Test Equipment & Radio
      1. Check Test Equipment
      2. Perform Bench Alignment & Test of FMD Test Radio
    - ii. Check and Adjust Audio Phase & Amplitude
    - iii. Check and Adjust Audio & Digital Delays
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- b. Test & Alarm Unit
    - i. Perform Bench Alignment of Test Radios
    - ii. Verify Proper operation of Test & Alarm Units
  - c. Voting
    - i. Analog
      - 1. Check and Adjust Audio Input Levels
      - 2. Check and Adjust Selector Audio Output Levels
      - 3. Check and Set Voter Module Level
      - 4. Check and Set 1950 Hz Status Tone Levels
    - ii. Digital
      - 5. Check and Adjust Levels
      - 6. Verify Software Version in Each Voter
  - d. Alarm Laptop Computers
    - i. Verify Setup and Configuration of Alarm Computers
    - ii. Verify All Simulcast Alarm Functions
- IV. Switch and Console Equipment
- a. NSC (Network Switching Center)
    - i. Check and Set all Input and Output levels
    - ii. Check Setup of NSC Parameters
  - b. Network First Gateway
    - i. Check and Set All Input & Output Levels
    - ii. Check Setup of NFG Parameters
  - c. IMC (Integrated Multi-site Controller)
    - i. Check and Set All Input & Output Levels
    - ii. Check and Set Levels on All Conventional Interfaces
    - iii. Check Setup of IMC Manager Parameters
  - d. RCEC (Remote Console Electronics Controller)
    - i. Check and Set All Input & Output Levels
    - ii. Check and Set Levels on All Conventional Interfaces
    - iii. Check Setup of RCEC Manager Parameters
  - e. C3 Maestro Consoles
    - i. Check and Set All Input & Output Levels
  - f. Symphony Consoles
    - i. Check and Set All Input and Output Levels
    - ii. Verify Symphony Software Revisions
  - g. CSD (Communications System Director)
    - i. Check and Set All Levels
    - ii. Check Setup of CSD Parameters
- V. 700MHz P25 Simulcast Systems
- a. Control Point
    - i. GPS Simulcast Equipment
    - ii. Verify operation of Network Sentry Alarm Monitoring
    - iii. Verify proper operation of GPS Simulcast Equipment
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- b. MASTR V Module
    - i. Verify MASTR V Software Revisions
    - ii. Read and Verify Personality of Each MASTR V
  - c. Alarm Laptop Computers
    - i. Verify Setup and Configuration of Alarm Computers
    - ii. Verify All Simulcast Alarm Functions
- VI. EDACS Simulcast System Equipment
- a. MASTR III EDACS Stations
    - i. Transmitter
      - 1. Check and Set Transmit RF Power Output
      - 2. Check and Set Frequency
      - 3. Align TX Synthesizer Modules
      - 4. Check and Set Transmit High Speed Data Deviation
      - 5. Check and Set Transmit Low Speed Data Deviation
      - 6. Check and Set Transmit Audio Deviation
      - 7. Check and Set Line Audio Input Levels
      - 8. Equalize Transmit Power to Bulkhead
      - 9. (After Transmit Combiner Alignment)
    - ii. Receiver
      - 1. Align Receiver for Optimum Sensitivity
      - 2. Check and Set Line Audio Output Levels
      - 3. Check SINAD Receiver Sensitivity
      - 4. Check and Set Frequency
      - 5. Check Audio Distortion
      - 6. Check and Set Squelch Sensitivity
      - 7. Check IF Bandwidth
    - iii. SitePro
      - 1. Verify SitePro Software Revisions
      - 2. Read and Verify Personality of each SitePro
  - b. Control Channel Monitors
    - i. Perform Bench Alignment of ORION Radios
    - ii. Verify Proper Operation of Control Channel Monitor Radios
  - c. Test Radios
    - i. Perform Bench Alignment of ORION Radios
    - ii. Verify Proper Operation of Test Radios
  - d. GPS Simulcast Equipment
  - e. Verify operation of Network Sentry Alarm Monitoring
  - f. Verify proper operation of GPS Simulcast Equipment
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- VII. Site P25 Simulcast System Equipment
- a. MASTR V P25 Stations
    - i. Transmitter
      - 1. Check and Set Transmit RF Power Output
      - 2. Equalize Transmit Power to Bulkhead
      - 3. (After Transmit Combiner Alignment)
      - 4. Verify Symbol Deviation
    - ii. Receiver
      - 1. Verify the BIT Error rate
      - 2. TTA Performance
  - b. GPS Simulcast Equipment
    - i. Verify operation of Network Sentry Alarm Monitoring
    - ii. Verify proper operation of GPS Simulcast Equipment
- VIII. 800 MHz MUTUAL-AID Conventional Simulcast System
- a. Control Point
    - i. Check and Adjust Audio Phase & Amplitude
    - ii. Check and Adjust Audio Delays
  - b. Voting
    - i. Analog
      - 1. Check and Adjust Audio Input Levels
      - 2. Check and Adjust Selector Audio Output Levels
      - 3. Check and Set Voter Module Level
      - 4. Check and Set 1950 Hz Status Tone Levels
  - c. MASTR III Conventional Stations
    - i. Transmitter
      - 1. Check and Set Transmit RF Power Output
      - 2. Check and Set Frequency
      - 3. Align TX Synthesizer Modules
      - 4. Check and Set Transmit Audio Deviation
      - 5. Check and Set Line Audio Input Levels
      - 6. Equalize Transmit Power to Bulkhead
      - 7. (After Transmit Combiner Alignment)
    - ii. Receiver
      - 1. Align Receiver for Optimum Sensitivity
      - 2. Check and Set Line Audio Output Levels
      - 3. Check SINAD Receiver Sensitivity
      - 4. Check and Set Frequency
      - 5. Check Audio Distortion
      - 6. Check and Set Squelch Sensitivity
      - 7. Check IF Bandwidth
-

- iii. Transmitter Combiners
  - 1. Realign & Optimize all Transmitter Combiners
  - 2. After Optimization of Combiners, Reset TX PA Power Output
- iv. Receiver Multicouplers
  - 1. Check Gain of Receiver Multicouplers
  - 2. Record Value of Attenuator (If any)
  - 3. Check Loss of All Splitters
  - 4. Check Loss of All Coax Jumper Cables
- v. Tower Top Amplifiers
  - 1. Check Gain of Tower Top Amplifier
  - 2. Check and Record Power Supply Voltage
  - 3. Check and Record Power Supply Current
  - 4. Check All Coax Jumper Cables
- vi. 800 MHz Antennas & Transmission Lines
  - 1. Measure and Record Forward and Reflected Power
  - 2. Sweep All Antennas and Transmission Lines with FDR
  - 3. Provide Printouts of Sweeps
- vii. GPS Frequency Reference (Spectracom)
  - 1. Check Output Levels of Frequency Standard
  - 2. Check External Antenna Alignment and Adjust for Optimum Signal
- IX. Perform Non-Emergency and Emergency Repairs and Service
  - a. Provide Non-Emergency and Emergency Repairs on the microwave systems, 700MHz P25 Simulcast System, 800 MHz EDACS simulcast system, 800 MHz conventional Mutual Aid simulcast system, other conventional systems and associated user equipment as requested and authorized by the HCSO.
- X. Replacement Parts
  - a. Provide Replacement Parts for the microwave systems, L3Harris 700MHz P25 Simulcast system, 800 MHz EDACS simulcast system, 800 MHz conventional Mutual Aid simulcast system, other conventional systems and associated user equipment as requested and authorized by the HCSO. The Vendor shall use OEM retail parts when available.
- XI. Additional Components and Services
  - a. Vendors are invited to submit offers for additional components and services customary for the support of the microwave system, 700MHz, 800 MHz trunked simulcast system, 800 MHz conventional simulcast system, conventional systems and associated user equipment.

## **TOWER & ANTENNA SYSTEMS MAINTENANCE**

The HCSO Communications Maintenance Section is responsible for providing and maintaining the 700/800 MHz radio system for multiple law enforcement and emergency responders within Hillsborough County. The microwave and broadband radio systems operate from multiple telecommunication towers. The awarded Bidder will be responsible for maintaining the towers in accordance with Federal Communication Commission (FCC) and Federal Aviation Authority (FAA) Code of Federal Regulations (CFR) and any other state, local or governing authority's laws, regulations, and policies. It will be the responsibility of the Contractor to be aware of all laws and regulations and to guarantee that HCSO towers and equipment are maintained in accordance with those laws and regulations. The Contractor will be responsible for all Antenna Structure Registrations (ASR) and updates.

### **Overview of Services Required**

- I. Communications Towers, Antenna Systems and Tower Lighting
  - a. Communications Tower Structures
    - i. Annual Inspection of Tower Structures
  - b. Antennas and Microwave Dishes
    - i. Annual Inspection of Antennas and Microwave Dishes
    - ii. Annual Inventory of Antennas and Microwave Dishes
  - c. Antenna and Microwave Mounts
    - i. Annual Inspection of Antenna Mounts
  - d. Transmission Lines
    - i. Annual Inspection of Transmission Lines
  - e. Tower Lights and Lighting Systems
    - i. Annual Inspection of Tower Lights and Lighting Systems
  - f. Installation, Removal and Repair Services
    - i. Installation of Antenna Systems
    - ii. Removal of Antenna Systems
    - iii. Installation of Transmission Lines
    - iv. Removal of Transmission Lines
    - v. Repair Services
    - vi. Emergency Response Services
- II. Communications Tower Structure Requirements

Communications towers (both guyed and self-supporting) are to be inspected annually for maintenance purposes and to extend the useful life of the structures and associated equipment. The inspections are to include tower structures, foundations, anchors, guy wires, fittings, guy wire tension, tower alignment, paint, obstruction marking, antennas, dishes,

transmission lines, grounding and lighting. Detailed written reports shall be prepared and submitted along with digital photos notating discrepancies for each communications tower and associated equipment. Inspections shall include, but not limited to the following conditions or items:

a. General Tower Structure Condition

i. General Conditions

1. Check for bent members
2. Check legs and bracing members
3. Check for loose members
4. Check for missing members
5. Check if climbing facilities, platforms, catwalks are secure & stable
6. Check for loose and/or missing bolts
7. Check for signs of unusual stress or vibration

ii. Structural Items and members

1. Spot Check a minimum of ten (10) bolts on vertical tower members at intervals of approximately twenty-five (25) feet apart on all faces of tower.
2. Record the number of bolts and/or nuts found to be missing
3. Record the percentage of bolts that were checked to be loose
4. Inspect structural members for fractures, bends and faulty welds
5. Check the general condition of the stub (bottom) of tower
6. Particular attention to be given to condition of welds at the following points:
  - a) Guyed tower cantilevered joints above guy level
  - b) Guy lugs and torque arm lugs
  - c) Welds on equalizer plate where it connects to the anchor shaft

iii. Anchors and Foundations

1. Check general conditions
2. Check for protection of exposed concrete
3. Check for cracks or deterioration of concrete
4. Check of any signs or indication of movement
5. Check for brush, trees or overgrowth
6. Check if anchors are fenced or protected
7. Check for sufficient slope to ensure proper water shedding
8. Check if anchor head is clear of earth
9. Check for any evidence of anchor bolt corrosion
10. Check guy plates and rods for bends and fractures
11. Inspect concrete tower foundations for cracking, spalling and settling
12. Check guy anchor foundations for cracking, weathering and creepage
13. Check anchor rod condition below earth (12 inches minimum)
14. Check base of self-supporting tower for proper grouting
15. Check drain holes at base for any obstructions
16. Explain any "unsatisfactory" conditions discovered in the written report

- iv. Guy Wires and Fittings
  1. Check general conditions
  2. Check connection points (top and bottom)
  3. Check that end fittings are secure
  4. Check for rust and corrosion
  5. Check for corrosion control
  6. Check for vibration
  7. Check if dampers are in place and secure (if used)
    - a) Check all turnbuckles, slippage and above grade
    - b) Check turnbuckle jam-nut safeties, and cable safeties
    - c) Inspect guy cable clamps for security and slippage
    - d) Check shackles, clevises and thimbles
    - e) Inspect guy wire tails for lashing
    - f) Visually inspect guy wires with binoculars for broken strands or damaged insulators
    - g) Explain any “unsatisfactory” conditions in written report
  
- v. Guy Wire Tension
  1. Check all guy wire tension using industry-accepted method
  2. Specify the method used for guy tension measurement
  3. Compare tensions to manufacturer specifications
  4. When tension checks are made record the following:
    - a) Tension
    - b) Temperature (in degrees Fahrenheit)
    - c) Wind direction
    - d) Wind velocity (in mph)
  5. Explain any “unsatisfactory” conditions in written report
  
- vi. Tower Vertical Alignment
  1. Check tower vertical alignment using industry-accepted method
  2. Specify method used for checking alignment
  3. Record measurements in written report
  4. Explain any “unsatisfactory” conditions in written report
  
- vii. Insulators (if applicable)
  1. Check general condition
  2. Record type and location of insulators used
  3. Check for cracked, broken or damaged insulators
  4. Check condition of isolation transformer
  5. Check setting of spark gaps
  6. Make list of manufacturer, type, and part numbers for future replacement
  7. Explain any “unsatisfactory” conditions in written report

- viii. Paint and Obstruction Marking
  - 1. Check general paint conditions
  - 2. Check condition of paint and if tower needs to be repainted
  - 3. Check for paint spatter near surrounding area of tower
  - 4. Check paint and marking for compliance aviation regulations
  - 5. Check for percentage of paint that may be peeling, flaking or fading
  - 6. Check for the visual effectiveness of the paint and markings
  - 7. Explain any “unsatisfactory” conditions in written report
  
- ix. Surface Condition
  - 1. Check all tower surfaces for rust and corrosion
  - 2. Check cable-bridge, mounting brackets, side arms, clamps, hanger bolts, etc. for rust and corrosion
  - 3. Check for accumulation of water in members
    - a) Check and clear all drain holes
  - 4. Inspect for signs of galvanic action
  - 5. Explain any “unsatisfactory” conditions in written report
  
- x. Electrical and Lighting Systems
  - 1. Check general condition of electrical and lighting systems
  - 2. Check that all lights are illuminated and working properly
  - 3. Check that strobe lights are properly flashing
  - 4. Check photoelectric controls for proper operation
  - 5. Verify that flasher and strobe units are operational
  - 6. Check for cracked or broken beacon and sidelight globes
  - 7. Check beacon closure bolt
  - 8. Check sidelight gasket condition
  - 9. Check beacon and sidelight socket condition
  - 10. Check internal wiring of beacon
  - 11. Check that drain holes are open and clean
  - 12. Inspect conduit, conduit clamps and junction box condition
  - 13. Check overall condition of electrical system connections
  - 14. Explain any “unsatisfactory” conditions in written report
  
- xi. Antennas and Dishes
  - 1. Record the description of the antennas and dishes
  - 2. Check and record general condition of antennas
  - 3. Check for misalignment or physical damage
  - 4. Check antennas, dishes and radomes for damage, deterioration and shifting
  - 5. Check all antenna and dish mounts for loose or missing bolts
  - 6. Check stiff-arms for loose or missing bolts and make sure they are secure
  - 7. Specify in written report any antenna and dish mounting bolts that need to be re-tightened
  - 8. Explain any “unsatisfactory” conditions in written report

- xii. Transmission Lines and Waveguide
  1. Inspect coax connections to all VHF, UHF and 700/800 MHz antennas
  2. Check all jumper cables and connections
  3. Check for proper weatherproofing of connectors
  4. Inspect waveguide connections to microwave dishes
  5. Check all pressurized waveguide connections for leaks
  6. Check waveguide flex jumpers for cracks, leaks and deterioration
  7. Check of loose or missing waveguide or coaxial cable hangers, supports, restrainers or wraplock
  8. Where wrap-lock is used for securing elliptical waveguide or transmission lines, check the protective covering under the wraplock for chafing
  9. Check that elliptical waveguide hangers or supports are spaced no more than four (4) feet apart
  10. Check waveguide and transmission lines for cracks, excessive bends, dents, abrasions, or other damage
  11. Check transmission lines for proper attachment and weatherproofing of grounding kits
  12. Check transmission lines for proper number and location of grounding kits
  13. Explain any “unsatisfactory” conditions in written report
  
- xiii. Tower Top Amplifiers
  1. Check general condition of enclosures
  2. Inspect exterior of painted box for rust and corrosion
  3. Inspect connections for proper weatherproofing
  4. Check that ground conductor is connected between grounding stud and tower structure
  5. Check grounding connections for corrosion
  6. Check ground cable terminals
  7. Inspect mounting brackets and hardware for rust and corrosion
  8. Open enclosure door and inspect the interior for intrusion of water. Securely close and tighten latches after inspection
  9. Explain any “unsatisfactory” conditions in written report
  
- xiv. Grounding
  1. Check general grounding conditions
  2. Check for loose ground straps or ground conductors
  3. Check tower for proper grounding techniques
  4. Check if lightning rod is installed and mounted properly
  5. Check above grade cad-weld ground connections for secure connection to tower members
  6. Check cad-welds for protective corrosion resistant coatings (Zinc enriched paint)
  7. Check condition of all ground wires and clamps

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8. Check that ground conductors are securely attached to tower members and guys
  9. Check transmission lines for proper attachment and weatherproofing of grounding kits
  10. Check transmission lines for proper number and location of grounding kits
  11. Record the ground system resistance utilizing the clamp-on meter method
  12. Explain any “unsatisfactory” conditions in written report
- xv. Tower Assembly Profiling
1. Antennas, dishes and transmission lines (each)
    - a) Frequency
    - b) Elevation
    - c) Type
    - d) Size
    - e) Flex Jumper Part No. and Length
    - f) Tower leg
    - g) Gain
    - h) Model Number
    - i) Manufacturer
    - j) Connectors and hangers
    - k) Obstruction Lights
    - l) Prepare plot plan (with orientations to North)
  2. Include appurtenances in inventory (side arms, walkways, platforms, sensors, obstruction lights, etc.)
    - a) Elevation
    - b) Arrangement
    - c) Tower assembly profiling report shall be provided in table form while listing all of the parameters contained in paragraph xv. Appurtenances, antennas, dishes etc., will be numbered in the table as well. The table will also be provided to the HCSO in an Excel spreadsheet format on USB Drive. Drawings are to be provided and reflect the item number of the appurtenances, location on the tower hangers)
- xvi. Tower Dismantling and Removal
1. Dismantling and removal of existing self-supporting tower structures
    - a) Proper disposal of all tower material dismantled
    - b) Deliver antennas, microwave dishes and mounting hardware to the HCSO, if requested
  2. Dismantling and removal of existing guyed tower structures
    - a) Proper disposal of all tower material dismantled
    - b) Deliver antennas, microwave dishes and mounting hardware to the HCSO, if requested
- xvii. Coaxial Cable and Elliptical Waveguide Hangar Replacement
1. Removal of coaxial cable and elliptical waveguide “Snap-in” Hangers
-

2. Replace coaxial cable and elliptical waveguide with “Bolt-on” Hangers
3. Hangers and mounting hardware will normally be supplied by the HCSO

### III. Service, Materials and Exceptions

The successful Bidder is to supply all necessary and required test equipment, tools, personnel, transportation and all incidentals for performing the services described in PART C – SCOPE OF WORK. Any exceptions should be noted in BID Response Section PART D. The Contractor will also work with the HCSO to critique existing preventive maintenance procedures and forms as well as to assist with development of any procedures not included in its documentation.

### IV. Service Calls

#### a. Response Time

- i. Emergency: The Contractor shall respond within twelve (12) hours upon receipt of Service call. This covers breakdowns of equipment that could affect the operations of the HCSO.
- i. Non-Emergency: The Contractor shall respond within forty-eight (48) hours upon receipt of service call. This covers problems on equipment not considered to be critical to the operations of the HCSO.
- ii. Failure to Respond: If the Contractor does not respond within the specified time frame outlined above, this may be cause for contract dismissal or default.
  1. Personnel Availability  
Service or repair personnel shall be available, on call, twenty-four (24) hours per day, seven (7) days per week.
  2. Parts supplied by the Contractor for equipment covered under this Contract shall be as recommended by the respective equipment’s manufacturer or an acceptable equivalent. Repairs with non OEM parts or improperly used parts are not acceptable.

The HCSO may elect to supply certain items such as antennas for installation or replacement.

### V. Communications Antenna, Tower Repairs and Preventative Maintenance

Repairs: All repairs and/or service executed on any equipment covered under this BID shall be made with the express knowledge or in the presence of HCSO Communications Maintenance personnel. The Contractor shall stock (or have quick access to) replacement bulbs for the tower lighting systems. The Contractor shall furnish replacement bulbs for the tower lighting systems. The Contractor will be reimbursed for the bulbs.

Preventive Maintenance: The minimum requirement shall be in accordance with Technical Specifications and with the equipment manufacturer’s recommendations.

## **UPS AND DC POWER SYSTEMS SCHEDULED MAINTENANCE AND SERVICE**

### **OVERVIEW OF SERVICES REQUIRED**

The HCSO Communications Maintenance Section is responsible for the radio systems and equipment which provide critical operational support to law enforcement. The Work will include scheduled maintenance, repairs and services to the UPS, DC power and battery systems and equipment. These services include but are not limited to inspecting, verifying, aligning, adjusting and recording of all measurements before and after adjustments. Information, forms and procedures provided in this BID are intended for reference and a basis for establishing final processes with the awarded Contractor.

The scheduled maintenance services are to be performed during mutually agreeable working hours. The Work is to be performed to minimize system intrusion and outages. All planned outages must be scheduled through the Communications Maintenance Section Manager so that proper notifications may be made to the system users.

The successful proposer is to supply all necessary and required test equipment, tools, personnel, transportation, and all incidentals for performing the scheduled maintenance services described in the Technical Specifications.

The following is an outline of the alignment, scheduled maintenance, repairs, parts, replacement equipment and services for the HCSO UPS systems, DC power systems and battery systems. This outline is intended to establish the level and type of scheduled maintenance required, but not necessarily to identify every detail of the scheduled maintenance. It also includes the supply of boards, modules, repairs and services associated with the maintenance of UPS systems, DC power systems and battery systems.

The requirements for this request for proposal include furnishing the services specified herein, including, but not limited to, the sites and locations identified in Attachment N. The HCSO reserves the right to add or delete equipment, sites and locations to be serviced under this agreement.

1. Alignment and Scheduled Maintenance Service
  - a. Toshiba UPS Systems
    - i. Inspect Components
    - ii. Check Input Voltage (each phase)
    - iii. Check Loading (each phase)
    - iv. Check and Set Output Voltage (each phase)
    - v. Check all aluminum Electrolytic Capacitors
    - vi. Check all power fuses and circuit breakers
    - vii. Check and clean all UPS cooling fans
    - viii. Monitor UPS cooling fans for bearing noise and vibration
    - ix. Clean Inside and Outside of UPS Systems
    - x. Check and Set Output Frequency

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- xi. Check and Set Charging Float Voltage
  - xii. Check Internal Bypass Switch Operation
  - xiii. Check External Bypass Switch Operation
  - xiv. Check All Internal Alarm Functions
  - xv. Check All External Alarm Functions
  - xvi. Check and Record all Display Readings
  - xvii. Batteries
    - 1. Visually inspect all UPS batteries
    - 2. Check for leakage
    - 3. Check for corrosion
    - 4. Check cases for cracks or distortions
    - 5. Check battery temperature at the negative terminal
    - 6. Measure and record the system float charging voltage
    - 7. Measure and record the individual unit's float charging voltage
    - 8. Measure and record the individual unit's voltage under load for a minimum of 60 minutes
    - 9. On UPS at all locations, measure and record the individual unit's voltage under load until the low battery voltage alarm sounds
    - 10. Perform 10-second high rate load test on individual batteries
    - 11. Test battery voltage for purpose of trending the battery over time
    - 12. Re-torque all inter-battery and power connection hardware
    - 13. Perform inter-battery connector checks
- b. PCP DC Power Systems
- i. Measure Voltages
  - ii. Set Voltages
  - iii. Inspect Components
  - iv. Check Fans
  - v. Charger Systems
    - 1. Check all Digital Display or Analog Readouts
    - 2. Check Forced Paralleling of Chargers
    - 3. Check and Set Equalizer Timer Setting
    - 4. Check and Set Equalizer Voltage Output
    - 5. Check and Set Float Voltage Output
    - 6. Measure System Voltage at Terminals
    - 7. Measure Voltage/Load at Power Board Meter
    - 8. Measure Continuity of Trays or Racks to Ground
    - 9. Measure Voltage to Ground
    - 10. Check Fuses and Breakers
    - 11. Check AC Power Failure Alarm
    - 12. Check and Clean Fans - Check Fans for bearing noise and vibration
    - 13. Check and Torque all Connections
    - 14. Clean Chargers inside and outside
    - 15. Check Distribution Breaker Trip
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16. Check High Voltage Shutdown Voltage
  17. Perform Same Checks on Redundant Chargers
  18. Check and Set Load Sharing
- c. Batteries
    - i. Measure and Record Battery String Float Voltage
    - ii. Measure and Record Individual Cell Float Voltages
    - iii. Measure Battery String Load Voltage
    - iv. Measure and record the individual units Voltage under load for minimum 60 minutes
    - v. Measure and Record Individual Cell Load Voltages
    - vi. Measure and Record Float Current
    - vii. Measure and Record Float Voltage
    - viii. Measure Actual Load Current
    - ix. Estimate Backup Time based on Actual Load Current
    - x. Verify Connector/Cable Sizing is Adequate for Actual Load
    - xi. 100% Check for Corrosion on Connections and Links
    - xii. Clean Batteries, Frame and Area
    - xiii. Visually Inspect Cables and Wire Trays
  - d. GNB Batteries (or other manufacturers)
    - i. Check and Set Float Voltage
    - ii. Voltage Under Load and Time
    - iii. Visual Inspection of Batteries
  - e. Supply three (3) sets of Test Data in Tabbed 3-Ring Binders
  - f. Professional Services
    - i. Hourly Rates for Services
    - ii. Hourly Rates for Emergency and Non-Emergency Repairs
  - g. Replacement Boards, Modules and Parts
    - i. Repair or Exchange of Boards and Modules
    - ii. Supply of replacement parts for repairs requested and authorized by the HCSO
    - iii. Supply of Refurbished Boards and Modules
    - iv. Must have an adequate stock of replacement parts or a method of obtaining such parts in a timely manner
  - h. Replacement Equipment and Batteries
    - i. Pricing for Replacement Equipment
      1. UPS Equipment
      2. DC Power Equipment and Power Panels
      3. Batteries

- ii. Perform Non-Emergency and Emergency Repairs and Service:  
Provide non-emergency and emergency repairs on the UPS Systems, DC Power Systems and Battery Systems as requested and authorized by the HCSO.
- i. Parts and Components:  
Provide replacement parts for the UPS Systems, DC Power Systems and Battery Systems and associated equipment as requested and authorized by the HCSO. The Contractor shall be reimbursed for Parts required to perform repairs requested and authorized by the HCSO.
- j. Replacement or Additional Equipment

Due to the age of the UPS and DC Power equipment and the possible unavailability of replacement parts, Proposers are requested to include pricing for equivalent UPS equipment, DC Power equipment and Batteries. The pricing may be based on current manufacturer's list pricing less a specified discount, or special items that are not reflected in a manufacturer's list pricing shall stipulate actual cost (including shipping and handling) plus a percentage markup. Pricing shall be listed in the Proposal Response (EXHIBIT A – D.2).

- k. Additional Equipment, Components and Services  
Bidders are invited to submit offers for additional components and services customary for support of the UPS System, DC Power Systems and Battery Systems and associated equipment.

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PART D – BID RESPONSE

The undersigned understands that this Bid Package **must be signed in ink** and that an **unsigned** Bid Package will be considered nonresponsive and subject to rejection by the HCSO. **The undersigned must be an Officer of the Company or a designated agent empowered to bind the Company in Contract.**

SUBJECT TO DEVIATIONS STATED BELOW, THE UNDERSIGNED, BY THE SIGNATURE EVIDENCED, REPRESENTS THAT THE BIDDER ACCEPTS THE TERMS, CONDITIONS, PROVISIONS, MANDATES, AND OTHER CONDITIONS OF THE FOREGOING GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B), AND SPECIFICATIONS (PART C), SAID DOCUMENTS BEING THE STRICT BASIS UPON WHICH THE SAID BIDDER MAKES THIS BID.

\* \* USE INK ONLY \* \* \*

ALL THE FOLLOWING INFORMATION MUST BE HEREUPON GIVEN FOR THIS  
BID PACKAGE TO BE CONSIDERED BY THE HCSO

EXCEPTIONS TO BID: ANY REPRESENTATION (BELOW) OR EXCEPTION(S) MAY CAUSE THIS BID PACKAGE TO BE REJECTED BY THE HCSO. **ALL BIDDERS SHOULD CAREFULLY READ PARAGRAPH 19 OF THE SPECIAL PROVISIONS (PART B).**

- 1. EXCEPTIONS: The following represents every deviation (itemized by number) to the foregoing GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B), and SPECIFICATIONS (PART C) upon which this Bid Package is based, to wit:

Communications International, Inc. does not take any exceptions to Part A, B or C of this proposal.

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## 2. PRICING

- A. The undersigned has carefully examined the Bid Package and all conditions affecting the cost of the item(s) required by the HCSO.
- B. The undersigned certifies that any exceptions to the Bid specifications are noted in the BID RESPONSE (PART D). All specifications not noted thereon are as requested. The undersigned also understands that any exceptions presented after the award may be cause for cancelation of award.
- C. We hereby propose to furnish the below described item(s) in accordance with the Bid Package, except as noted on attached Exceptions Form (Part D, Paragraph 1, Exceptions):
- D. See fillable response EXHIBIT A - D.2 which includes the following:
- D.2.1 MICROWAVE SYSTEMS ANNUAL ALIGNMENT AND PREVENTATIVE MAINTENANCE SERVICECS
  - D.2.2 EAST SYSTEM 800 MHz EDACS TRUNKED SIMULCAST SYSTEM ANNUAL ALIGNMENT AND PREVENTATIVE MAINTENANCE SERVICES
  - D.2.3 WEST SYSTEM 800 MHz EDACS SIMULCAST SYSTEM ANNUAL ALIGNMENT AND PREVENTATIVE MAINTENANCE SERVICES
  - D.2.4 EAST SYSTEM P25 TRUNKED SIMULCAST SYSTEM ANNUAL ALIGNMENT AND PREVENTATIVE MAINTENANCE SERVICES
  - D.2.5 WEST SYSTEM P25 TRUNKED SIMULCAST SYSTEM ANNUAL ALIGNMENT AND PREVENTATIVE MAINTENANCE SERVICES
  - D.2.6 MUTUAL AID SYSTEM 800 MHz CONVENTIONAL SYSTEM ANNUAL ALIGNMENT AND PREVENTATIVE SERVICES
  - D.2.7 OTHER SYSTEM COMPONENTS ANNUAL ALIGNMENT AND PREVENTATIVE SERVICES
  - D.2.8 ORIENT ROAD JAIL AND FALKENBURG ROAD JAIL UHF/DMR AND ACCESSORIES
  - D.2.9 OTHER SYSTEM SERVICES
  - D.2.10 PROFESSIONAL SERVICES FOR SUPPORT OF COMMUNICATIONS SYSTEMS
  - D.2.11 NEW PARTS AND COMPONENTS
  - D.2.12 NEW EQUIPMENT AND ACCESSORIES
  - D.2.13 OTHER SERVICES, OPTIONS, ACCESSORIES
  - D.2.14 REPLACEMENT SPARE PARTS (REFURBISHED or EXCHANGED) & PARTS FOR REPAIR TO INCLUDE ITEMS REQUIRING MANUFACTURE OR DEPOT REPAIR
  - D.2.15 ADDITIONAL COMPONENTS AND SERVICES
  - D.2.16 FLAT RATE REPAIRS INCLUDING PARTS
  - D.2.17 COMMUNICATIONS TOWER STRUCTURE BID PROPOSAL
  - D.2.18 UPS SYSTEMS, DC POWER SYSTEMS AND BATTERY SYSTEMS BID PROPOSAL

3. WARRANTY

Please identify warranty information to include type and period of warranty. A copy of the warranty shall be furnished with the BID RESPONSE (PART D).

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4. VENDOR ORDER INSTRUCTIONS: Describe the preferred method of contact to request order. (Print the information below.):

Contact Name & Title:

Joe Ioco, Director of Customer Service

Address:

7792 Professional Place

City: Tampa State: FL Zip Code: 33637

☎: ( 813 ) 887-1888 📠: ( 813 ) 480-1475 📠: (      )

✉: jioco@ask4ci.com

Company Web Address 🌐: www.ask4ci.com

5. BID CONTACT INFORMATION

Provide the contact information for the individual submitting this bid response.  
(Please print the information below)

Company Name:

Communications International, Inc.

Contact Name & Title:

Joe Ioco, Director of Customer Service

Address:

7792 Professional Place, Tampa, FL 33637

Office ☎: 813-887-1888    Mobile 📱: 813-480-1475    Fax 📠: \_\_\_\_\_

Email ✉: \_\_\_\_\_

Describe the preferred method of contact for questions regarding this bid submission.

\_\_\_\_\_

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6. AFFIRMATION AND DECLARATION

At this present time, we understand all requirements and warrant that as a serious Bidder we will comply with all the stipulations included in the Bid Package. **The undersigned must be an Officer of the Company or a designated agent empowered to bind the Company in Contract.**

The below named Bidder affirms and declares:

That Bidder is of lawful age and that no other person, firm, or corporation has any interest in this Bid offered to be entered into;

That this Bid is made without any understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud;

That the Bidder is not in arrears to Hillsborough County or the HCSO upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the HCSO;

That no officer, employee, or person whose salary is payable in whole, or in part, from HCSO, is, shall be, or become interested, directly or indirectly, surety or otherwise in this Bid Response; in the performance of the Contract; in the supplies, materials, equipment, and Work or labor to which they relate; or in any portion of the profits thereof.

The undersigned agrees that this Bid shall remain open for 60 days following the opening of Bids.

Respectfully submitted by,

Company Name: Communications International, Inc.

Mike Stork  
Print Signer's Name

12/20/2020  
Date

  
Signature of Company Officer

Chief Operating Officer  
Title

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STATEMENT OF NO BID

If, for any reason, you are unable or unwilling to quote at this time, please complete the following and return by e-mail to [HBrewer@TeamHCSO.com](mailto:HBrewer@TeamHCSO.com) or by fax at (813) 242-1851. Your choices or comments below will assist us in properly notifying you of future opportunities.

We, the undersigned, have declined to respond to Bid 4-20 for the following reason(s):

SPECIFICATIONS

NATURE OF AWARD

Specifications are too "tight" (i.e., limited to one brand or manufacturer)

Insufficient time was provided for response

Unable to meet specifications

Product or an equivalent is not offered

Specifications are unclear

Other

Please provide an explanation:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

We request to:

remain on HCSO's list for future solicitations in this service category.

be removed from HCSO's list for future solicitations in this service category.

Company Name: \_\_\_\_\_

Officer Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

☎: ( ) \_\_\_\_\_ ☎: ( ) \_\_\_\_\_ ☎: ( ) \_\_\_\_\_

✉: \_\_\_\_\_

Signature of Officer: \_\_\_\_\_ Date: \_\_\_\_\_

**BID CHECKLIST**

**Company Name:** Communications International, Inc.

**Include this checklist as a cover page with your Bid Package:**

- ONE (1) ORIGINAL AND TWO (2) COPIES of the entire Bid.
- SIGNATURES required Parts A and C.
- Any Addenda or Amendments (Signatures required).
- Completed Part C including pricing and signature page.
- Appendix I, Vendor Packet to include completed Vendor Application, W9, Business Tax Receipt and Direct Deposit Authorization Form.
- Professional Licenses (if applicable).
- Manufacturer literature and warranty information.

Below is an example of the information required on the OUTSIDE of your Bid Package.  
You may use this as a label if you wish.

HILLSBOROUGH COUNTY SHERIFF'S OFFICE  
SHERIFF'S OPERATIONS CENTER  
ATTN: FINANCIAL SERVICES DIVISION – PURCHASING SECTION  
2008 EAST 8<sup>TH</sup> AVE  
TAMPA FL 33605

BID PACKAGE SUBMITTAL

From: \_\_\_\_\_

BID # 15-20

**700/800 MHz EDACS and P25 COMMUNICATIONS  
SYSTEMS**

OPENING DATE/TIME:  
JANUARY 4, 2021 at 3:00 PM

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**ATTACHMENTS LIST**
**ANTENNA AND TOWER SYSTEMS**

1.	Attachment "A"	Excel	List of Sites and Locations
2.	Attachment "B"	Word	List of Sites and Equipment
3.	Attachment "C"	Word	700/800 MHz EDACs and P25 System Test & Alignment Procedures
4.	Attachment "D"	Word	Microwave System Test & Alignment Procedures
5.	Attachment "E"	PDF	Microwave System Diagram
6.	Attachment "F&F1"	Excel	Microwave Test Data Forms
7.	Attachment "G&G1"	Excel	700/800 MHz EDACS and P25 System Test Data Forms
8.	Attachment "H&H1"	Excel	700/800 MHz and P25 Test Data Forms
9.	Attachment "I"	Excel	Test Unit Data
10.	Attachment "J"	PDF	Antenna Sweep
11.	Attachment "K"	PDF	Transmit Combiner Sweep

**ANTENNA AND TOWER SYSTEMS**

12.	Attachment "L"	Excel	List of Sites and Locations
13.	Attachment "M"	Word	List of Licenses and Qualifications

**UPS and DC POWER SYSTEMS**

14.	Attachment "N"	Excel	Site Locations and Equipment
15.	Attachment "O"	Excel	UPS Systems Test Data Forms
16.	Attachment "P"	Excel	Battery Test Data Forms
17.	Attachment "Q"	Word	Toshiba UPS System Specifications
18.	Attachment "R"	Word	Eltek DC Power Systems Specifications
19.	Attachment "S"	Word	Eltek/PCP Mini Power System Specifications

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**ATTACHMENT “M”**

**Tower Maintenance**

**Certifications and Licenses**

Responses must include the following information at a minimum:

- Number of Crews
- Experience of each crew member
- Qualifications and Certifications of Personnel

# Licenses and Qualifications

## Statement of Qualifications Personnel - List of Ci Personnel

Last Name	First Name	Title	Description
Bannon	Chris	Programs Manager	Project Management Professional (PMP)
			Microwave Fundamentals
			Radio 101
			Civils
			LMR Spectrum Overview
			GPS Simulcast
			RF Interference
			Site Grounding
			Harris Dispatch Overview
			Harris IP for LMR 101
			Information Assurance Overview 2012
			Terminals Overview
			Consoles
			Harris EDACS System Overview Course
			Harris P25 System Overview Course
			Harris IP Networks 101
			System Solution Design
			Data and Broadband
			Harris Active Directory on the VIDA Architecture
			Harris Regional Network Manager (RNM) Overview
			Harris Unified Administration System (UAS) Overview
			Level 4 CJIS Security Training
			Core Solution Manager and process owner ISO 9001:2015
Blair	Dick	Site Manager	Harris C3 Maestro Dispatch Console Operation (EDACS Mode)
			Harris P25 System Overview Course
			Harris C3 Maestro Dispatch Console Operation (P25)
			Harris P25 Project Manager Certification
			Harris EDACS Project Manager Certification
			Harris Simulcast Project Manager Certification
			Harris OpenSky Project Manager Certification
			Harris M7300 Scan Model Radio Course (EDACS)
			Harris M7300 System Model Radio Course (EDACS)
			Harris VIP Console Operation Course (OpenSky)
			Harris VIP Console Operation Course (P25)
			Microwave Fundamentals

Last Name	First Name	Title	Description
			Civils
			RF Interference
			Eupen Coax Training Course
			Level 1 CJIS Security Training
			Harris Grounding Tips and Tricks
			Harris Mobile Radio Installation Overview
Blankenship	Andy	Dir. Of Proj. Engineering	Mobile Data Training CDPD, Dataradio, EDACS and Cerulean
			Com-Net Ericsson Introduction to Simulcast Maintenance Training
			Com-Net Ericsson Trunked System Master Technician Training
			Interconnecting Cisco Network Devices (ICSD)
			Level 4 CJIS Security Training
Colon	Enain	Installer I	Level 4 CJIS Security Training
Courel	Jorge	Maintenance Tech I	Harris XL-200P Radio Maintenance
			Level 4 CJIS Security Training
Crow	Kasey	Project Manager	ALU Certification Evaluation
			Harris P25 System Maintenance
			Harris P25 System Administration Course
			Project Management Professional (PMP)
			Level 4 CJIS Security Training
			Harris Grounding Tips and Tricks
			Harris Mobile Radio Installation Overview
Draper	Lance	Installer I	FCC General Radiotelephone Operator License
			Level 4 CJIS Security Training
Durrance	Bill	Sr. System Engineer	FCC General Radiotelephone Operator License
			Harris Active Directory Overview Course
			Harris Regional Network Manager (RNM) Overview
			Harris Unified Administration System (UAS) Overview
			Harris Symphony Dispatch Console Operation Course
			Harris Symphony R6 SIP Features Handoff
			Harris Advanced Access Control (AAC)
			Harris Grounding Tips and Tricks
			Harris Mobile Radio Installation Overview
			Harris SUMS Tips and Troubleshooting
			Level 4 CJIS Security Training
			Harris Activity Warehouse Overview
			Harris BeOn and BeyOnd
			Harris BeOn FY15 Q4 and FY16 Q1 New Release
			Harris SR10A.3 Upgrade Process
			Harris Symphony R7 Handoff

Last Name	First Name	Title	Description
			Harris XG-75P Radio Maintenance Tutorial
			Harris Over-the-Air Programming (OTAP) Overview
			Harris Over The Air Rekeying (OTAR) Overview
			Harris-Tait Portfolio Restructuring
			Harris-Tait Powered Product Overview
			Harris Radio Personality Manager (RPM)
			Harris Radio Personality Manager 2 (RPM2)
			Harris Radio Personality Manager 2 (RPM2) - R3 Handoff
			Harris Radio Personality Manager 2 (RPM2) - R4 Handoff
			Harris Radio Personality Manager 2 (RPM2) - R5 Handoff
			Harris Radio Personality Manager 2 (RPM2) - R7 Handoff
			Harris Radio Programming Overview
			Harris Tait - Introduction to DMR
			Harris Tait - Introduction to DMR Technician Topics
			Harris XG-75P Scan Model Operation Course
			Harris XG-75P System Model Operation Course
			Harris How Does that LTE Stuff Work
			Harris Red Hat Linux 6 - Tips and Troubleshooting
			Harris RFC-2544 Backhaul Characterization Testing using the Accedian Test Set
Erickson	Arthur	Maintenance Tech II	RF Test and Troubleshooting
			Harris EDACS System Overview Course
			Harris EDACS Field Technician Certification
			Harris OpenSky Field Technician Certification
			Harris C3 Maestro Dispatch Console Operation (EDACS Mode)
			Harris C3 Maestro Dispatch Console Operation (P25)
			Harris M7300 Scan Model Radio Course (EDACS)
			Harris Simulcast Field Technician Certification
			Level 4 CJIS Security Training
Fisher	Steve	System Engineer IV	Ericsson Inc. - Prism Master Stations
			Com-Net Ericsson Simulcast System Maintenance Training
			Harris Grounding and Surge Suppression Training
			Alcatel 1630 SX Sonet Operations and Maintenance
			Interconnecting Cisco Network Devices (ICSD)
			M/A-COM RAPTR, Digital Radio and Networking Training
			M/A-COM Falcon Training
			Level 4 CJIS Security Training
Franklin	Ben	Installer I	Harris C3 Maestro Dispatch Console Operation (EDACS Mode)
			Harris C3 Maestro Dispatch Console Operation (P25)
			Harris EDACS System Overview Course

Last Name	First Name	Title	Description
			Harris P25 System Overview Course
			Harris M7300 Scan Model Radio Course (EDACS)
			Harris M7300 System Model Radio Course (EDACS)
			Harris Jaguar 725M System Model Radio Course (EDACS)
			Harris Grounding & Surge Suppression Training
			Level 4 CJIS Security Training
Guarino	Jason	Site Manager	ISEI 10-Hour OSHA Outreach Training Course for the Construction Industry
			ISEI 10-Hour OSHA Hazard Recognition Training for the Construction Industry Course
			Eupen Coax Training Course
			Level 4 CJIS Security Training
			Harris Grounding Tips and Tricks
			Harris Mobile Radio Installation Overview
Henrickson	James	System Tech I	FCC License
			Microwave Networks Proteus MX
			Harris P25 System Maintenance
			ETA International Certification Maintenance Form
			Level 4 CJIS Security Training
Hewett	Steve	System Engineer III	Harris Farinon Division - Urbanet 2 & 10
			Ericsson Inc. RAPTR v5.0 for Ericsson Engineers
			Com-Net Ericsson Introduction to Simulcast Maintenance Training
			Com-Net Ericsson Trunked System Master Technician Training
			ISEI 10-Hour OSHA Hazard Recognition Training for General Industry
			Level 2 CJIS Security Training
Higdon	Kevin	System Tech I	FCC General Radiotelephone Operator License
			RF Fundamentals Decibels Module 2
			RF Fundamentals Modulation Module 3
			RF Fundamentals Radio Frequency Module 1
			RF Fundamentals Antennas Module 5
			RF Fundamentals Coaxial Cables Module 6
			RF Fundamentals Components Module 7
			RF Fundamentals Microwave Module 9
			RF Fundamentals Propagation Module 8
			RF Fundamentals RF Impairment Module 4
			Level 4 CJIS Security Training
			Harris P25 Overview for Radio Operators
			Harris Radio Programming Overview
			Harris VIP Console Operation Course
			Harris Advanced Access Control (AAC)

Last Name	First Name	Title	Description
			Harris Mobile Radio Installation Overview
			Harris-Tait Powered Product Overview
			Harris Radio Personality Manager (RPM)
			Harris XL-200P Radio Operation Course
			Harris XG-75P Radio Maintenance Tutorial
			Harris XG-75P Scan Model Operation Course
			Harris XG-75P System Model Operation Course
			Harris CH721 Scan Model Radio Operation
			Harris CH721 System Model Radio Operation
			Harris XG-25M Mobile Radio Operation Course
			Harris Radio Personality Manager 2 (RPM2)
			Harris Radio Personality Manager 2 (RPM2) - R3 Handoff
			Harris Radio Personality Manager 2 (RPM2) - R4 Handoff
			Harris Radio Personality Manager 2 (RPM2) - R5 Handoff
			Harris Radio Personality Manager 2 (RPM2) - R7 Handoff
			Harris Tait - Introduction to DMR
			Harris Tait - Introduction to DMR Technician Topics
			Harris Symphony Dispatch Console Operation Course
			Harris Active Directory Overview Course
			Harris BeOn and BeyOnd
			Harris Grounding Tips and Tricks
			Harris Symphony R6 SIP Features Handoff
			Harris Symphony R7 Handoff
			Harris Unified Administration System (UAS) Overview
			Harris SR10A.3 Upgrade Process
			Harris Activity Warehouse Overview
			Harris Over-the-Air Programming (OTAP) Overview
			Harris Over The Air Rekeying (OTAR) Overview
			Harris Regional Network Manager (RNM) Overview
			Harris SUMS Tips and Troubleshooting
Kliver	Bryce	System Installer II	Eupen Coax Training Course
			ISEI 10-Hour OSHA Hazard Recognition Training for General Industry
			Level 1 CJIS Security Training
			Harris Grounding Tips and Tricks
			Harris Mobile Radio Installation Overview
Lopez	David	System Engineer I	Harris BeOn and BeyOnd
			Harris CH721 Scan Model Radio Operation
			Harris CH721 System Model Radio Operation
			Harris XG-25M Mobile Radio Operation Course

Last Name	First Name	Title	Description
			Harris XG-75P Scan Model Operation Course
			Harris XG-75P System Model Operation Course
			Harris P25 Overview for Radio Operators
			Harris XL-200P Radio Operation Course
			Harris Radio Personality Manager 2 (RPM2) - R3 Handoff
			Harris Activity Warehouse Overview
			ISSI Configuration & Operation
			Harris Over-the-Air Programming (OTAP) Overview
			Harris Over The Air Rekeying (OTAR) Overview
			Harris SR10A.3 Upgrade Process
			Harris Symphony R7 Handoff
			Harris Radio Personality Manager 2 (RPM2) - R4 Handoff
			Harris Radio Personality Manager 2 (RPM2) - R5 Handoff
			Harris Radio Personality Manager 2 (RPM2) - R7 Handoff
			Harris SUMS Tips and Troubleshooting
			Harris-Tait Powered Product Overview
			Harris Radio Programming Overview
			Harris Tait - Introduction to DMR Technician Topics
			Level 4 CJIS Security Training
Mobley	Gregory	Maintenance Tech I	FCC General Radiotelephone Operator License
			RF Fundamentals Decibels Module 2
			RF Fundamentals Modulation Module 3
			RF Fundamentals Radio Frequency Module 1
			RF Fundamentals Antennas Module 5
			RF Fundamentals Coaxial Cables Module 6
			RF Fundamentals RF Impairment Module 4
			RF Fundamentals Components Module 7
			RF Fundamentals Microwave Module 9
			RF Fundamentals Propagation Module 8
			Level 4 CJIS Security Training
Osmolski	Melissa	Project Manager	Level 4 CJIS Security Training
			Harris Grounding Tips and Tricks
			Harris Mobile Radio Installation Overview
Price	Jeff	Maintenance Tech III	Harris BeOn and BeyOnd
			Harris XL-200P Radio Operation Course
			Harris Advanced Access Control (AAC)
			Harris Radio Personality Manager 2 (RPM2)
			Harris Radio Personality Manager 2 (RPM2) - R4 Handoff
			Harris VIP Console Operation Course
			Harris XL-185P Radio Operation Course

Last Name	First Name	Title	Description
			Anritsu RF Fundamentals: Decibels: Module 2
			Anritsu RF Fundamentals: Radio Frequency: Module 1
			Anritsu RF Fundamentals: Antennas: Module 5
			Anritsu RF Fundamentals: Modulation: Module 3
			Anritsu RF Fundamentals: RF Impairment: Module 4
			Harris XL-200P Radio Maintenance
			Level 4 CJIS Security Training
			Harris CH721 Scan Model Radio Operation
			Harris CH721 System Model Radio Operation
			Harris Mobile Radio Installation Overview
			Harris P25 Overview for Radio Operators
			Harris Radio Personality Manager (RPM)
			Harris Radio Personality Manager 2 (RPM2) - R3 Handoff
			Harris Radio Personality Manager 2 (RPM2) - R5 Handoff
			Harris Radio Personality Manager 2 (RPM2) - R7 Handoff
			Harris Radio Programming Overview
			Harris XG-25M Mobile Radio Operation Course
			Harris XG-25P System Model Operation Course
			Harris XG-75P Radio Maintenance Tutorial
			Harris XG-75P Scan Model Operation Course
			Harris XG-75P System Model Operation Course
Rozza	Paul	System Installer I	Harris Grounding Tips and Tricks
			Harris Mobile Radio Installation Overview
Snow	Trevor	System Installer III	Level 4 CJIS Security Training
			ISEI 10-Hour OSHA Hazard Recognition Training for General Industry
			Harris Grounding Tips and Tricks
			Harris Mobile Radio Installation Overview
St. Pierre	Matt	System Engineer II	Com-Net Ericsson Introduction to Simulcast Maintenance Training
			Com-Net Ericsson Trunked System Master Technician Training
			Interconnecting Cisco Network Devices (ICSD)
			Level 4 CJIS Security Training
Stanley	Mark	VP Business Development	Core Solution Manager and process owner ISO 9001:2015
			Level 4 CJIS Security Training
Stillwaggon	Corey	System Installer II	Eupen Coax Training Course
			ISEI 10-Hour OSHA Hazard Recognition Training for General Industry
			Level 2 CJIS Security Training
			Harris Grounding Tips and Tricks
			Harris Mobile Radio Installation Overview

Last Name	First Name	Title	Description
Torres	Jose	System Installer I	Harris Symphony Dispatch Console Operation Course ISEI 10-Hour OSHA Hazard Recognition Training for General Industry
			Level 1 CJIS Security Training
			Harris Grounding Tips and Tricks
			Harris Mobile Radio Installation Overview
Tran	Hoa	System Engineer I	FCC General Radiotelephone Operator License
			M/A COM Field Tech Core Modules
			M/A-COM Field Tech EDACS Single/Multisite
			M/A COM Field Tech OpenSky
			M/A COM Field Tech P25
			M/A COM Field VIDA Network
			M/A COM Field Simulcast
			Harris C3 Maestro Dispatch Console Operation (EDACS Mode)
			Harris C3 Maestro Dispatch Console Operation (P25)
			Harris VIP Console Operation Course (P25)
			Harris EDACS System Overview Course
			Harris P25 System Overview Course
			Harris VIP Console Operation Course (OpenSky)
			Harris Jaguar 725M System Model Radio Course (EDACS)
			Harris M7300 Scan Model Radio Course (EDACS)
			Harris M7300 System Model Radio Course (EDACS)
			Harris Simulcast Field Technician Certification
			Harris EDACS Field Engineer Certification
			Harris EDACS Field Technician Certification
			Harris OpenSky Field Technician Certification
			Harris OpenSky Field Engineer Certification
			Harris P25 Field Technician Certification
			Harris Simulcast Field Engineer Certification
			Harris VIDA Field Technician Certification
			Harris P25 Field Engineer Certification
			Harris Sales Certification
			Harris VIDA Field Engineer Certification
			Harris EDACS Proposal Engineer Certification
			Harris VIDA Proposal Engineer Certification
			Harris Simulcast Proposal Engineer Certification
			Harris OpenSky Proposal Engineer Certification
			Harris P25 Proposal Engineer Certification
			Harris Corp. NetworkFirst Operation & Administration Training
			Harris Grounding & Surge Suppression Training

Last Name	First Name	Title	Description
			Eupen Coax Training Course
			Harris P25 System Maintenance
			Harris Unified Administration System (UAS) Overview
			Harris Regional Network Manager (RNM) Overview
			Level 4 CJIS Security Training
Villanti	Chris	System Tech III	FCC General Radiotelephone Operator License
			ISSI Configuration & Operation
			Level 4 CJIS Security Training
			PCTEL SeeHawk Touch Public Safety Testing Methods training course
Zrallack	Joe	System Engineer I	Introduction to Trunked System Maintenance Training
			Harris Simulcast System Maintenance Training
			Cisco Certified Network Associate (CCNA)
			ISSI Configuration & Operation
			Level 4 CJIS Security Training

### Tower Services:

L & S has been in the tower business since 1992 and was founded by three men with backgrounds in electrical, mechanical, fabrication, and RF engineering. We've successfully completed jobs in just about all facets of the tower industry (We don't do the cell phone market.). However, our focus has always been county and state RF infrastructure.

We currently support three crews, and the man-power per crew is dictated by the SOW.

#### Don Barber

- \* Former electrical contractor
- \* Four years in the windmill industry and 30 years in the RF tower industry.
- \* Don has 40 years of electrical exp. including an AS in industrial electricity with experience in troubleshooting and wiring of wind turbine towers, communication towers, design / construction of buildings, as well as business management.
- \* Zond certified climber in 1989
- \* Comtrain certified since 6/2009
- \* UTS Annual Renewed Climber Certification
- \* OSHA 10 Hour Construction Program [2011 Rev 2]
- \* Safety Council Lock Out/Tag Out cert

#### Mark Shropshire

- \* Former fabricator and heavy equipment owner operator
- \* 30 years in the RF tower industry
- \* Mark has 43 years of mechanical experience comprising of gas and diesel applications, aluminum and iron construction with all facets of the construction industry, heavy equipment operation & repair, as well as tower and radio communication.
- \* Comtrain certified climber since 6/2009
- \* ERI train the trainer cert since 2003 (ability to perform in-house climber certifications)
- \* UTS Annual Renewed Climber Certification

- \* OSHA 10 Hour Construction Program [2011 Rev 2]
- \* Safety Council Lock Out/Tag Out cert

**Jim Grossman**

- \* Licensed broadcast engineer
- \* 34 years in the RF tower industry
- \* Jim is in his 46th year as a licensed broadcast engineer with 25 years in the wireless / land communications and has been an engineer for 99.3 WLRQ, 1350 AM, & WCIF in Melbourne, as well as others.
- \* UTS Annual Renewed Climber Certification

**Don Ames**

- \* Former electrical contractor
- \* 20 years in the RF tower industry
- \* Comtrain certified climber since 11/2013
- \* UTS Annual Renewed Climber Certification
- \* OSHA 10 Hour Construction Program [2011 Rev 2]
- \* Safety Council Lock Out/Tag Out cert

**Kyle Shropshire**

- \* 20 years in the RF tower industry
- \* Comtrain certified since 6/2009
- \* Tower Safety train the trainer cert since 2018 (ability to perform in-house certifications)
- \* UTS Annual Renewed Climber Certification
- \* OSHA 10 Hour Construction Program [2011 Rev 2]
- \* Safety Council Lock Out/Tag Out cert

**Peter Shropshire**

- \* 9 years in the RF tower industry
- \* Comtrain certified since 11/2013
- \* UTS Annual Renewed Climber Certification

**Mike Kumher**

- \* 12 years in the RF tower industry
- \* Comtrain certified climber since 6/2009
- \* UTS Annual Renewed Climber Certification
- \* OSHA 10 Hour Construction Program [2011 Rev 2]

**TJ Shropshire**

- \* 25 years in the RF tower industry
- \* Comtrain certified climber since 6/2009
- \* UTS Annual Renewed Climber Certification
- \* OSHA 10 Hour Construction Program [2011 Rev 2]

**Myja Shropshire**

- \* 1.5 years in the RF tower industry
- \* **UTS Certified Tower Climber**

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### Electrical Service:

Rick Kuzmick  
VP General Manager - 28yrs with Computer Power Systems, Inc.  
**Master Electrician – State Certified E.C.# 13004902**  
3421 State Rd 419, Winter Springs, FL  
rickk@cpsfl.com  
Office: 407-327-7373  
Cell: 407-619-4172

Thomas Harding  
Electrical Department Mgr - 10yrs with Computer Power Systems, Inc.  
**Journeyman Electrical License # ELJ0002965**  
3421 State Rd 419, Winter Springs, FL  
thomash@cpsfl.com  
Office: 407-327-7373  
Cell: 407-949-4218

Ismail "JR" Fernandez  
Co-Electrical Manager - 8yrs with Computer Power Systems, Inc.  
**Journeyman Electrical License # JE757**  
3421 State Rd 419, Winter Springs, FL  
[juniorf@cpsfl.com](mailto:juniorf@cpsfl.com)  
Office: 407-327-7373  
Cell: 321-363-2394

### UPS Service:

Jeff Brule  
UPS Service Department Mgr - 32yrs with Computer Power Systems, Inc.  
3421 State Rd 419, Winter Springs, FL  
jb@cpsfl.com  
Office: 407-327-7373  
Cell: 407-619-4174

Nick Brown  
8yrs experience  
email: [nickb@cpsfl.com](mailto:nickb@cpsfl.com)  
**Home Location: Orange City, FL**

David Simpson III  
4yrs experience  
email: [davids@cpsfl.com](mailto:davids@cpsfl.com)  
**Home Location: Winter Park, FL**

Kelvi Aucaquizhpi  
3yr experience  
email: [kelvia@cpsfl.com](mailto:kelvia@cpsfl.com)  
**Home Location : Orlando, FL**

Justin Mock  
2yr experience  
email: [JustinM@cpsfl.com](mailto:JustinM@cpsfl.com)  
**Home Location: Orlando, FL**

# Vendor Application Form

Chad Chronister, Sheriff  
Hillsborough County Sheriff's Office  
2008 E. 8<sup>th</sup> Avenue, Tampa, Florida 33605  
<https://teamhcsso.com>



Purchasing Section  
Phone: 813-247-8034  
[purchasing@hcsso.tampa.fl.us](mailto:purchasing@hcsso.tampa.fl.us)

To establish your business as a vendor to the Hillsborough County Sheriff's Office,  
provide the following documentation along with this completed application:

- Completed and Signed IRS Form W9 (W8 for Foreign Based Company).**
- Business Tax Receipt from Hillsborough County or other municipality's business license.**
- Certificates of Liability & Workers' Compensation Insurance (for on-site service providers.)**
- If your company is an LLC or LLP filing as a Corporation, provide IRS Form 8832 or Form 2553 to prevent receipt of an IRS Form 1099.**
- Provide Federal, State or County certificates for Minority, Veteran, Women, or Small Business Ownership.**

Send completed forms to [purchasing@hcsso.tampa.fl.us](mailto:purchasing@hcsso.tampa.fl.us) or fax to 813-242-1826.

Refer to the HCSO Purchasing page at <https://teamhcsso.com> for additional information.

Business Name (as shown on your invoice): Communications International, Inc.

Owner's Name as per IRS records, if reporting under SS# \_\_\_\_\_

Federal Tax ID No. 59-1885709 OR Social Security No. \_\_\_\_\_

Tax Status: C-Corp  S-Corp  Individual/Sole Proprietor (1099)  LLC/LLP (1099)

Certified: Minority Owned  Small Business Owner  Veteran Owned  Women Owned   
(Include Certificate)

Business Type: Commodity  Services  Visa Accepted: Yes  No

Office Phone: 772-569-5355 Fax: 772-257-6083 Website: www.ask4ci.com

Physical Address: 4450 US Hwy 1 City: Vero Beach State: FL Zip Code: 32967

Mailing Address: 4450 US Hwy 1 City: Vero Beach State: FL Zip Code: 32967

Remit Address (for payment by check): 4450 US Hwy 1 City: Vero Beach State: FL Zip Code: 32967

Procurement Code Category (see PC List): # \_\_\_\_\_

Additional Information: \_\_\_\_\_

## SALES CONTACT

Name: Joe Ioco

Office Phone: 813-887-1888

Cell Phone: 813-480-1475

Email: jioco@ask4ci.com

## ACCOUNTING CONTACT

Name: Susan Almercz

Phone: 772-978-4116 Fax: 772-257-6083

Email: salmerez@ask4ci.com

To receive electronic payments please complete the Direct Deposit Payment Authorization Form available on the HCSO Purchasing page at <https://teamhcsso.com>.

### HCSO FSD USE ONLY:

Vendor ABN Assigned: \_\_\_\_\_ Search Type: V LV USS Other \_\_\_\_\_ RMT #: \_\_\_\_\_

ACH Payments Active: Yes No Tax Status: C N P X 1099 Reporting Code: A1 A3 A6 A7 AC

HCSO Staff Requesting Vendor ABN: \_\_\_\_\_ ABN: \_\_\_\_\_

Convictions, Suspensions, or Federal Exclusions: Yes No If Yes, please explain: \_\_\_\_\_

Completed by: \_\_\_\_\_ ABN: \_\_\_\_\_ Date: \_\_\_\_\_ Verified by: \_\_\_\_\_ ABN: \_\_\_\_\_ Date: \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Communications International Inc**

2 Business name/disregarded entity name, if different from above.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Other (see instructions) ▶ \_\_\_\_\_

C Corporation

S Corporation

Partnership

Trust/estate

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.  
**4450 US Hwy 1**

6 City, state, and ZIP code  
**Vero Beach FL 32967**

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

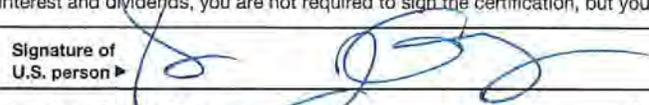
Social security number								
			-			-		
or								
Employer identification number								
5	9	-	1	8	8	5	7	0

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here      Signature of U.S. person ▶       Date ▶ 12/17/20

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



**Direct Deposit Payment Authorization Form**

Please complete this form if you would like to receive payments through the Automatic Clearing House System (ACH) in lieu of a check. Upon deployment, payees will be notified via e-mail that a payment has been sent to their financial institution. **Please note that it may take up to two weeks from receipt of this form by the Hillsborough County Sherifrs Office for initial setup and pre-noting through the ACH System.**

**Payee Information:**

Communications International Inc. 59-1885709  
 Payee Name (Entity Name or Name of Individual) SSN or EIN

ar@ask4ci.com 772-569-5355  
 E-mail address Phone Number

**Financial Institution Information:**

Bank Name: Bank United

Address: 222 Lakeview Ave, Ste 900 West Palm Beach FL 33401

Routing Transit Number (9 digits): 267090594 -----

Account Number: 9853970475 -----

**Checking Account-Attach a blank voided check here**  
 **Savings Account - Attach a blank voided deposit slip here**

**Payee Certification:**

By signing this form, I authorize payments to be sent to the financial institution named above to be deposited to the designated account by the Hillsborough County Sheriff's Office for goods/services rendered, reimbursements, or other transactions and, if necessary, to initiate debit entries and adjustments for any credit entries (deposits) made in error. This authorization shall remain in full force and effect until withdrawn in writing with sufficient notice to allow adequate time to effect termination.

Susan Almercz, Controller  
 Name and Title

[Signature] 12/17/20  
 Signature Date

Please return completed form and blank voided check to the following address or email:  
 Hillsborough County Sheriffs Office  
 ATTN: Accounts Payable  
 2008 East 8th Avenue  
 Tampa, Florida 33605  
accountspayable@hcsa.tampa.fl.us

<b>FSD Use Only</b>	Vendor ABN: _____	RMT#: _____
Entered by: _____	ABN: _____	Date: _____
Verified by: _____	ABN: _____	Date: _____



**2020 - 2021 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT**  
OCC. CODE 380.000028 RETAIL SALES

**EXPIRES SEPTEMBER 30, 2021**

ACCOUNT NO.
227619
RENEWAL

Receipt Fee	30.00
Hazardous Waste Surcharge	0.00
Law Library Fee	0.00

BUSINESS COMMUNICATIONS INTL INC  
7792 PROFESSIONAL PL  
TAMPA, FL 33637

# 2020 - 2021

NAME COMMUNICATIONS INTL INC  
4450 N HWY 1  
MAILING VERO BEACH, FL 32961  
ADDRESS

Paid 19-0-383661  
07/07/2020 30.00

## BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE  
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

**DOUG BELDEN, TAX COLLECTOR**  
813-635-5200  
**THIS BECOMES A TAX RECEIPT WHEN VALIDATED.**

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
2/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Commercial Lines - (813) 639-3000 USI Insurance Services LLC 2502 N. Rocky Point Drive, Suite 400 Tampa, FL 33607	<b>CONTACT NAME:</b> Cindy Staley <b>PHONE (A/C, No, Ext):</b> 813.320.0107 <b>E-MAIL ADDRESS:</b> cindy.staley@usi.com	<b>FAX (A/C, No):</b> (877) 302 4034
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Communications International, Inc. 4450 US Highway 1 Vero Beach, FL 32967	<b>INSURER A:</b> Old Republic Insurance Company	<b>NAIC #</b> 24147
	<b>INSURER B:</b> Aspen American Insurance Company	<b>NAIC #</b> 43460
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 14842684**REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY31249720	03/01/2020	03/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB31249620	03/01/2020	03/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CX007QX20	03/01/2020	03/01/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC31249820	03/01/2020	03/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

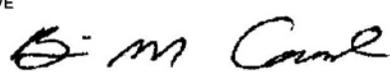
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

Hillsborough County Sheriff's Office, FL  
 Attn: Purchasing  
 2008 E. 8th Ave.  
 Tampa, FL 33605

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  


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## D 2.1 - MICROWAVE SYSTEMS ANNUAL ALIGNMENT AND PREVENTIVE MAINTENACE SERVICES

Site Name	Microwave Radio	Site Total
78 <sup>th</sup> Street **	6	\$2,760.00
Tampa Gen. Hosp.	2	\$552.00
Pinecrest #1 & #2**	2	\$1,472.00
Hurrah	1	\$736.00
Bullfrog Creek *	3	\$920.00
Wimauma	1	\$920.00
District IV HQ	1	\$736.00
SOC **	2	\$1,472.00
EDOC **	10	\$3,496.00
Fire Station 10	1	\$552.00
Fire Station 20*	1	\$736.00
Gunn Highway*	2	\$920.00
Cork Knight*	1	\$736.00
Taylor Road **	2	\$1,104.00
Plant City	1	\$552.00
78 <sup>th</sup> Street to EDOC	Include in 78st.	\$0.00
78 <sup>th</sup> Street to SOC	Include in 78st.	\$0.00
PSOC*	2	\$736.00
Herring St	1	\$552.00
TIA	1	\$552.00
Fire Station 15	1	\$552.00
Morris Bridge	1	\$552.00
Pinellas ISSI	1	\$552.00
Tampa VA	1	\$552.00
Temple Terrace	1	\$552.00
Himes WT	1	\$552.00
<b>PART D-1 System Total</b>		<b>\$22,816.00</b>

* Sites with multiple microwave terminals
** Sites with multiple microwave terminals and multiple multiplex shelves
List any additional equipment charges not included in the above rates:
<b>HCSO Test Bed - \$552.00</b>
<b>HCSO Radio Shop - \$552.00</b>

## D 2.2 EAST SYSTEM 800 MHz EDACS TRUNKED SIMULCAST SYSTEM ANNUAL ALIGNMENT AND PREVENTIVE MAINTENACE

Site Name	800 MHz EDACS Station Equipment	Simulcast Equipment	Voting Equipment	Antenna Systems TX Combiners RX M/C TTA Amps	Site Total
78 <sup>th</sup> Street	\$2,760.00	\$2,898.00	\$1,380.00	\$920.00	\$7,958.00
Bullfrog Creek	\$2,760.00	\$2,898.00	\$1,380.00	\$644.00	\$7,682.00
Taylor Road	\$2,760.00	\$2,898.00	\$1,380.00	\$644.00	\$7,682.00
Pinecrest #1	\$2,760.00	\$2,898.00	\$1,380.00	\$644.00	\$7,682.00
Pinecrest #2	\$2,760.00	\$2,898.00	\$1,380.00	\$644.00	\$7,682.00
Plant City	\$2,760.00	\$2,898.00	\$1,380.00	\$644.00	\$7,682.00
Wimauma	\$2,760.00	\$2,898.00	\$1,380.00	\$644.00	\$7,682.00
EDOC (East)	\$2,760.00	\$2,898.00	\$1,380.00	\$644.00	\$7,682.00
D4 HQ	\$2,760.00	\$2,898.00	\$1,380.00	\$644.00	\$7,682.00
Cork Knight	\$2,760.00	\$2,898.00	\$1,380.00	\$644.00	\$7,682.00
Gunn Hwy (RX Only)	\$4,002.00	\$184.00	\$1,380.00	\$276.00	\$5,842.00
Hurrah (RX Only)	\$4,002.00	\$184.00	\$1,380.00	\$276.00	\$5,842.00
<b>PART D-2System Total</b>					<b>\$88,780.00</b>

**List any additional equipment charges not included in the above rates:**

Services based on a 15 channel site

## D 2.3 - WEST SYSTEM 800 MHz EDACS TRUNKED SIMULCAST SYSTEM ANNUAL ALIGNMENT AND PREVENTIVE MAINTENACE SERVICES

Site Name	800 MHz EDACS Station Equipment	Simulcast Equipment	Voting Equipment	Antenna Systems TX Combiners RX M/C TTA Amps	Site Total
Tampa Gen. Hosp.	\$3,680.00	\$3,864.00	\$1,840.00	\$644.00	\$10,028.00
Gunn Highway	\$3,680.00	\$3,864.00	\$1,840.00	\$644.00	\$10,028.00
Fire Station 10	\$3,680.00	\$3,864.00	\$1,840.00	\$644.00	\$10,028.00
Fire Station 20	\$3,680.00	\$3,864.00	\$1,840.00	\$644.00	\$10,028.00
Taylor Road (West)	\$3,680.00	\$3,864.00	\$1,840.00	\$644.00	\$10,028.00
EDOC (West)	\$3,680.00	\$3,864.00	\$1,840.00	\$920.00	\$10,304.00
Himes	\$3,680.00	\$3,864.00	\$1,840.00	\$644.00	\$10,028.00
<b>PART D-3</b>					<b>\$70,472.00</b>

List any additional equipment charges not included in the above rates:

Services based on a 20 channel site

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**D 2.4 - EAST SYSTEM P25 TRUNKED SIMULCAST SYSTEM  
ANNUAL ALIGNMENT AND PREVENTIVE MAINTENACE  
SERVICES**

Site Name	P25 Station Equipment	Simulcast Equipment	Antenna Systems TX Combiners RX M/C TTA Amps	Site Total
Bullfrog Creek	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
Taylor Road	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
Pinecrest #1	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
Wimauma	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
Herring St	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
D4 HQ	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
Cork Knight	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
Hurrah	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
			<b>PART D-4 System Total</b>	<b>\$62,560.00</b>

**List any additional equipment charges not included in the above rates:**

Services based on a10 Channel Site

**D 2.5 - WEST SYSTEM P25 TRUNKED SIMULCAST SYSTEM  
ANNUAL ALIGNMENT AND PREVENTIVE MAINTENACE  
SERVICES**

Site Name	P25 Station Equipment	Simulcast Equipment	Antenna Systems TX Combiners RX M/C TTA Amps	Site Total
Tampa Gen. Hosp.	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
Gunn Highway	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
Temple Terrace	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
Fire Station 20	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
TIA	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
EDOC (West)	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
78 <sup>th</sup> Street	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
Morris Bridge	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
Fire Station 15	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
Tampa VA	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
<b>PART D-5 System Total</b>				<b>\$78,200.00</b>

**List any additional equipment charges not included in the above rates:**

Services based on a 10 channel site
2 Channel Aircraft Site -P25 Station Equipment: \$736.00 /Antenna Systems: \$368.00 /Site Total: \$1104.00

**D 2.6 - MUTUAL AID SYSTEM 800 MHz CONVENTIONAL SYSTEM  
ANNUAL ALIGNMENT AND PREVENTIVE SERVICES**

Site Name	800 MHz EDACS Station Equipment	Simulcast Equipment	Voting Equipment	Antenna Systems TX Combiners RX M/C TTA Amps	Site Total
78 <sup>th</sup> Street	\$552.00	\$552.00	\$368.00	\$92.00	\$1,564.00
Pinecrest	\$552.00	\$552.00	\$368.00	\$92.00	\$1,564.00
Wimauma	\$552.00	\$552.00	\$368.00	\$92.00	\$1,564.00
EDOC	\$552.00	\$552.00	\$368.00	\$92.00	\$1,564.00
Gunn Highway	\$552.00	\$552.00	\$368.00	\$92.00	\$1,564.00
Fire Station 20	\$552.00	\$552.00	\$368.00	\$92.00	\$1,564.00
Cork Knight	\$552.00	\$552.00	\$368.00	\$92.00	\$1,564.00
D4 HQ (RX Only)	\$552.00	\$552.00	\$368.00	\$92.00	\$1,564.00
Hurrah (RX Only)	\$552.00	\$552.00	\$368.00	\$92.00	\$1,564.00
<b>PART D-6 System Total</b>					<b>\$14,076.00</b>

**List any additional equipment charges not included in the above rates:**


## D 2.7 - OTHER SYSTEM COMPONENTS ANNUAL ALIGNMENT AND PREVENTIVE SERVICES

Site Name	Integrated Multisite Controller & Common Equipment	Remote Console Electronics Controller & Common Equipment	Consoles	Network Switching Center & Network First Gateway	EDACS Data gateway TRIM-PC CAD-Link	IMC Manager & RCEC Manager	Site Total
78 <sup>th</sup> Street			\$552.00				\$552.00
SOC	\$7,360.00		\$8,740.00	\$17,440.00	\$920.00	\$1,472.00	\$35,932.00
EDOC		\$2,208.00			\$736.00		\$2,944.00
PSOC							\$0.00
Pinebrooke			\$552.00				\$552.00
<b>PART D-7 System Total</b>							<b>\$39,980.00</b>

**List any additional equipment charges not included in the above rates:**

Control point for P25 East at PSOC: \$736.00
Control Point for P25 West at EDOC: \$736.00

**D 2.8 - ORIENT ROAD JAIL AND FALKENBURG ROAD JAIL UHF/DMR AND ACCESSORIES**

Site Name	Base Station Equipment	Transmit Combiner Receiver Multicoupler	Server/ Networking Equipment	Logging Recorder	Consoles	Site Total
Orient Road Jail	\$690.00	\$552.00	\$1,472.00	\$3,036.00	\$1,840.00	\$7,590.00
Falkenburg Road Jail	\$690.00	\$552.00	\$1,472.00	\$3,036.00	\$1,840.00	\$7,590.00
<b>PART D-8 System Total</b>						<b>\$15,180.00</b>

List any additional equipment charges not included in the above rates:


## D 2.9 - OTHER SYSTEM SERVICES

Service	[Note]	Total
Software Services, Upgrades & Labor		\$145,933.00
Sweep Backup Radio, Antennas SOC	Price Per Radio	\$138.00
Sweep Backup Radio, Antennas PSOC	Price Per Radio	\$138.00
Downtown TPA, Courthouse BDA/Zetron		\$2,990.00
Herring St/ Plant City Courthouse County System	Price Per Radio	\$138.00
Sweep Backup Radio Antennas Alternate Dispatch Pinebrooke Bldg.	Price Per Radio	\$138.00
Eye on Crime Bldg	Price Per Radio	\$138.00
Annual Testing of Two- Way Radio Communication Enhancement Systems		Quote based on current contract pricing
BDAs/DAS Installs		Quote based on current contract pricing
Site Assessments	Initial Assessments *	\$1,968.00
Annual Public Safety Radio Penetration BDA Inspection and Maintenance		Quote based on current contract pricing
Site Assessments	Final Assessments *	\$2,922.00
Annual Public Safety Radio Penetration BDA Inspection and Maintenance		Quote based on current contract pricing
<b>PART D-9 System Total</b>		
<b>List any additional equipment charges not included in the above rates:</b>		

Exacom Logging Recorder at ORJ: \$2218.00

Exacom Logging Recorder at FRJ: \$2779.00

Zetron Console at ORJ: \$8909.00

Exacom Logging Recorder at SOC: \$11,942.00

\*L3Harris / Exacom / Zetron software and firmware upgrades and labor based on today's rate

## D 2.10 - PROFESSIONAL SERVICES FOR SUPPORT OF COMMUNICATIONS SYSTEMS

Description of Professional Services			Total
System Technician			\$108.00
Maintenance Technician			\$108.00
Maintenance Bench Technician			\$108.00
RF Engineer			\$135.00
IT Engineer			\$150.00
System Installer			\$92.00
Vehicle Equipment Installer			\$92.00
Cabler			\$92.00
Support Staff			\$92.00
Project Manager			\$150.00
Site Manager			\$135.00
Emergency Service Rate			\$295.00 Plus 1.5 of Rate
Travel Time			Actual
Expenses			Actual plus 20%
Lodging			Actual
Per Diem (HCSO SOP 247 Rate)			HCSO SOP 247 Rate
<b>PART D-10 System Total</b>			\$

**List any additional equipment charges not included in the above rates:**

<b>Regular Service Hours: Monday - Friday 8 AM to 5 PM Except Holidays</b>
R/L Repair Technician - \$92.00
R/L Certification Technician - \$92.00
<b>*Emergency Service Rate is a "HCSO request for service" after hours or on a Holiday</b>
<b>(Non regular service hours) a Flat Rate of \$295 per call out plus the technician's service rate x1.5 of the hourly rate.</b>

## D 2.11 - NEW PARTS & COMPONENTS

### PRICING BASED ON MANUFACTURERS PUBLISHED LIST PRICE LESS DISCOUNT

Manufacturer	Type of Parts/Components	% Discount From List Price
Applied Concepts	Radar/Lidar Parts & Components	20%
ADRF	BDA	10%
Anixter	System/BDA/DAS Components	10%
DB Spectra	System Equipment	10%
Decatur	Radar Parts & Components	5%
Decko Link /Axxel	BDA	5%
EF Johnson	Radio & Accessories	10%
Endura	Chargers	15%
Exacom	Logging recorders	15%
Federal Signal	AVL, Paging, Lights, Sirens	10%
Fiplex	BDA	10%
Firecom	Radio Accessories	10%
Gamber Johnson	Radio Mounts & Accessories	10%
ICOM	Radio & Accessories	15%
Impact	Radio Accessories	10%
Jotto Desk	Radio Mounts & Accessories	10%
Kenwood	Radio & Accessories	15%
Kustom Signal	Radar/Laser Parts & Components	15%
L3Harris	System/Terminal Parts	25%
L3Harris Intraplex	System Parts	10%
L3Harris Microwave	Microwave & Network Equipment	10%
Laser Tech	Radar/Laser Parts & Components	5%
MPH Industries	Radar/Laser Parts & Components	5%
Mutualink	Systems	5%
Omnitronics	Consoles	5%
Otto	Radio Accessories	15%
Polyphaser	System Parts	10%
Setcom	Headset/Radio Parts	10%
Spectracom	Net Clocks	5%
Stone Mountain	Radio Accessories	10%
Tait	Radios	20%
Tessco	System Parts	10%
TX-RX (BIRD)	System Parts	10%
Westell	BDA/DAS	10%
Whelen	Radio Mounts & Accessories	10%
Zetron	Dispatch	10%

## D 2.11 - NEW PARTS & COMPONENTS

### PRICING BASED ON ACTUAL COST PLUS MARKUP

Manufacturer	Type of Parts/Components	% Markup above Cost
Alcatel (Nokia)	System Parts	20%
American Signal	Signboards	20%
Aviat Microwave Systems	System Equipment	20%
Bendix King	Radio & Accessories	20%
Catalyst	VOIP/System Integration	20%
Cimмерon	Radio & Accessories	20%
Dell	Computers/Servers/Monitors	20%
DX Radio	Radio & Accessories	20%
ELO	Monitors	20%
Eltek/Delta	DC Power Systems	20%
Eluma Tower	Tower	20%
ICT	DC Power Supplies	20%
IDA	Radio & Accessories	20%
Lyncole	System Grounding	20%
MCM	Asset management software	20%
Microwave Networks (MNI)	Microwave & Network Equipment	20%
Motorola	Radio & Accessories	20%
Nokia	System Equipment	20%
Nuvico	CCTV	20%
Panasonic	Accessories	20%
Rohn Products	System Parts	20%
Sonetics	Headset	20%
Sound Off Signal	Emergency lighting	20%
Specialty Console Furniture	Dispatch Furniture	20%
Toshiba	UPS System	20%
Trip-lite	System Parts	20%
TX-RX	Antenna System Components	20%
Watson Consoles	Dispatch Furniture	20%
Xybix	Console furniture	20%

Manufacturers not listed above will be considered as Cost plus Markup 20%

List any additional equipment charges not included in the above rates:

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## D 2.12 - NEW EQUIPMENT & ACCESSORIES

### PRICING BASED ON MANUFACTURERS PUBLISHED LIST PRICE LESS DISCOUNT

Manufacturer	Type of Parts/Components	% Discount From List Price
A.W. Enterprises	Radio Accessories	20%
ACT	Radio Accessories	10%
ADRF	BDA/DAS Equipment	10%
Advance Tec	Radio Accessories	10%
Andrew	System Equipment	10%
Anixter	System/BDA/DAS Equipment	10%
CAVcom	Hazmat Radio Equipment	5%
Ci Branded Batteries	Radio Accessories	10%
Ci Branded Products	Radio Accessories	10%
DB Spectra	System Equipment	10%
Decko Link (AXELL)	BDA	5%
EF Johnson	Radio & Accessories	15%
Eforce	CAD	5%
Endura	Radio Accessories	15%
Eupen	Cable and Connectors	10%
Exacom	Dispatch Logging Equipment	15%
Federal Signal	AVL, Paging, Lights, Sirens	15%
Fiplex	BDA/DAS Equipment	10%
Firecom	Radio Accessories	10%
Gamber Johnson	Radio Mounts & Accessories	10%
Havis	Radio Mounts & Accessories	10%
Honeywell	Batteries/Chargers	2%
ICOM	Radio & Accessories	15%
Impact	Radio Accessories	10%
Infinity Gear	Radio Accessories	10%
I-Tech	Radio Accessories	10%
Jotto Desk	Radio Mounts & Accessories	10%
Kenwood	Radio & Accessories	15%
Kustom Signal	Safety Products, Camera	10%
L3Harris	Mobile, Portable Radios and Accessories	28%
L3Harris	Base Station Equipment & Accessories	25%
L3Harris	System Equipment & Components	25%
L3Harris	Features, Encryption and Software Services	5%
L3Harris Microwave	Microwave	10%
Larson	Radio Accessories	10%
Lind	Radio Mounts & Accessories	10%
Midland	Radio & Accessories	10%
Mobotix	Camera	5%
New Communication Solutions	Radio Accessories	10%
Omnitronics	Dispatch Equipment	5%

## D 2.12 - NEW EQUIPMENT & ACCESSORIES

### PRICING BASED ON MANUFACTURERS PUBLISHED LIST PRICE LESS DISCOUNT

Manufacturer	Type of Parts/Components	% Discount From List Price
Otto	Radio Accessories	15%
Plantronics	Radio Accessories	5%
Portaclip	Radio Accessories	5%
Power Products	Radio Accessories	15%
Pryme Gear	Radio Accessories	5%
PVP	Radio Accessories	5%
Pyramid	Repeaters	15%
Raytheon JPS	Inter-op Communications	5%
RFS	Antenna	15%
Samlex	Power Supplies	10%
Setcom	Radio Accessories	10%
Spectracom/Orolia	Net Clocks/NTP devices	5%
Stone Mountain	Radio Accessories	10%
Tait	Radio & Accessories	20%
Telex	Console	10%
Tessco	Radio Accessories	10%
TX - RX (BIRD)	Duplexer	10%
Unication	Pagers	5%
Vertex Standard	Radio & Accessories	10%
Westell	BDA/DAS Equipment	10%
Whelen	Radio Mounts & Accessories	15%
Zetron	Dispatch Equipment	10%

### PRICING BASED ON ACTUAL COST PLUS MARKUP

Manufacturer	Type of Parts/Components	% Markup above Cost
Code 3	Emergency lighting	20%
Alcatel (Nokia)	System Parts	20%
American Signal	Signboards	20%
Aviat Microwave Systems	System Equipment	20%
Bendix King	Radio & Accessories	20%
Catalyst	VOIP/System Integration	20%
Cimmeron	Radio & Accessories	20%
David Clark	Headsets	20%
Dell	Computers/Servers/Monitors	20%
DX Radio	Radio & Accessories	20%
ELO	Monitors	20%
Eltek/Delta	DC Power Systems	20%

## D 2.12 - NEW EQUIPMENT & ACCESSORIES

### PRICING BASED ON ACTUAL COST PLUS MARKUP

Manufacturer	Type of Parts/Components	% Markup above Cost
Eluma Tower	Tower	20%
Federal Signal	AVL, Paging, Lights, Sirens	20%
ICT	DC Power Supplies	20%
IDA	Radio & Accessories	20%
Lyncole	System Grounding	20%
MCM	Asset management software	20%
Microwave Networks (MNI)	Microwave & Network Equipment	20%
Motorola	Radio & Accessories	20%
Nokia	System Equipment	20%
Nuvico	CCTV	20%
Panasonic	Accessories	20%
Rohn Products	System Parts	20%
Sigtronics	Headset	20%
Sonetics	Headset	20%
Sound Off Signal	Emergency lighting	20%
Specialty Console Furniture	Dispatch Furniture	20%
Toshiba	UPS System	20%
Trip-lite	System Parts	20%
TX-RX	Antenna System Components	20%
Watson Consoles	Dispatch Furniture	20%
Xybix	Console furniture	20%

Manufacturers not listed above will be considered as Cost plus Markup 20 %

List any additional equipment charges not included in the above rates:

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## D 2.13 - OTHER SERVICES, OPTIONS, ACCESSORIES

### PRICING BASED ON MANUFACTURERS PUBLISHED LIST PRICE LESS DISCOUNT

Manufacturer	Type of Service/Options/Accessories	% Discount From List Price
Freedom	Service Monitors	5%
Janus	Potswaps - Software/Hardware	5%
Manufacturer	Type of Service/Options/Accessories	Fixed Pricing
Ci	Terminal*	\$65.00
Ci	Annual Maintenance Agreement - includes PM*	\$180.00
Ci	Extended Warranty - Through 5 years*	\$630.00
Ci	Front (Dash) Mount Radio Installaion	\$184.00
Ci	Remote (Trunk) Mount Radio Installaion	\$258.00
Ci	Front (Dash) Mount Radio Removal	\$92.00
Ci	Front (Dash) Mount Radio Removal	\$92.00
Ci	Control Station Installation	\$920.00
Ci	Dual Control Adder	\$138.00
Ci	Fire Truck Adder	\$460.00
Ci	Ambulance Adder	\$460.00
Ci	Motorcycle Adder	\$184.00
Ci	Marine Adder	\$460.00
Ci	Heavy Building Adder	\$552.00
Ci	AVL/Mobile Data Equipment Install	\$258.00
Ci	In-Car Charger Install	\$92.00
Ci	Radio Programming	\$46.00
Ci	SCADA Site PM	\$216.00
Ci	(Radios)	\$46.00
Ci	L3Harris Firmware Updates	\$46.00
Ci	BeOn System Administration (Per Hour)	\$108.00
Ci	Code plug development (Per Hour)	\$150.00
Ci	Interference Testing	Quote based on current contract
Ci	BDA Annual Maintainance	Quote based on current contract
Ci	BDA Radio Penetration Assessments	Quote based on current contract
Ci	Public Safety Radio Penetration Testing	Quote based on current contract
Ci	RCDD BDA/DAS Design	Quote based on current contract

### PRICING BASED ON ACTUAL COST PLUS MARKUP

Manufacturer	Type of Services/Options/Accessories	% Markup above Cost
ADRF	Return/Repair or Exchange of Equipment	20%
Alcatel (Nokia) & Infinity	Return/Repair or Exchange of Equipment	20%
All Dehydrators	Return/Repair or Exchange of Equipment	20%
Cisco	Return/Repair or Exchange of Equipment	20%
DB Spectra	Return/Repair or Exchange of Equipment	20%
Elo	Return/Repair or Exchange of Equipment	20%
Fiplex	Return/Repair or Exchange of Equipment	20%
Harris Intraplex	Return/Repair or Exchange of Equipment	20%
L3Harris	Return/Repair or Exchange of Equipment	20%
Toshiba	Return/Repair or Exchange of Equipment	20%
TXRX	Return/Repair or Exchange of Equipment	20%
Radar/Laser Equipment	Return/Repair or Exchange of Equipment	20%

Manufacturers not listed above will be considered as Cost plus Markup 20 %

\*In-production Equipment & Accessories

## D 2.14 - REPLACEMENT SPARE PARTS (REFURBISHED or EXCHANGED) & PARTS FOR REPAIR

### PRICING BASED ON MANUFACTURERS PUBLISHED LIST PRICE LESS DISCOUNT

Manufacturer	Type of Parts/Components	% Discount From List Price
L3Harris	Mobile and Portable Radios parts - New	28%
L3Harris	Harris System Equipment - New	25%
TAIT	Mobile and Portable Radios parts - New	25%
TAIT	TAIT System Equipment - New	25%

### PRICING BASED ON ACTUAL COST PLUS MARKUP

Manufacturer	Type of Parts/Components	% Markup above Cost
ADRF	Return/Repair or Exchange of Equipment	20%
Alcatel (Nokia) & Infinity	Return/Repair or Exchange of Equipment	20%
All Dehydrators	Return/Repair or Exchange of Equipment	20%
Cisco	Return/Repair or Exchange of Equipment	20%
DB Spectra	Return/Repair or Exchange of Equipment	20%
Elo	Return/Repair or Exchange of Equipment	20%
Fiplex	Return/Repair or Exchange of Equipment	20%
Harris Intraplex	Return/Repair or Exchange of Equipment	20%
L3Harris	Return/Repair or Exchange of Equipment	20%
Toshiba	Return/Repair or Exchange of Equipment	20%
TXRX	Return/Repair or Exchange of Equipment	20%
Radar/Laser Equipment	Return/Repair or Exchange of Equipment	20%

Manufacturers not listed above will be considered as Cost plus Markup 20 %

List any additional equipment charges not included in the above rates:

In-production Equipment & Accessories

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## D 2.15 ADDITIONAL COMPONENTS AND SERVICES (MUST BE FULLY DESCRIPED/EXPLAINED)

DESCRIPTION OF ADDITIONAL COMPONENTS	Fixed Pricing
Ci - Annual Preventive Radio Maintenance-Terminal*	\$65.00
Ci - Annual Maintenance Agreement - includes PM*	\$180.00
Ci - Extended Warranty - Through First 5 years*	\$630.00
DESCRIPTION OF ADDITIONAL SERVICES	% Markup above Cost
FCC License Consulting	20%
Land Development	20%
Permits	20%
Soil Samples	20%
P.E. Seals	20%
Tower Designs	20%
Tower Designs	20%
Shelter Foundation	20%
Shelter	20%
Fencing	20%
Landscaping & Irrigation	20%
Tower Construction	20%
UPS	20%
Power Generator	20%
Air Conditioner	20%
Other System Components/Equipment	20%
DC Power Systems & Batteries	20%
System Design	20%
Antenna Installations	20%
High Pole Lights Maintenance	20%
Parking Lot Lights and Lobby Lights Maintenance	20%
CCTV Camera Replacement/Maintenance	20%
<b>System Support Services &amp; Equipment</b>	
A) Generator	20%
B) HVAC	20%
C) Electrical	20%
D) Tower	20%
E) General	20%
F) Lawn Maintenance	20%
G) Civil Work	20%
H) Grounding	20%
<b>Maintenance Quarterly, Semi Annual &amp; Annual</b>	
A) Shelter Maintenance	20%
B) Janitorial Services Maintenance	20%
C) Heating and Air Conditioning	20%
D) Emergency Generator Inspection	20%
E) DC Plant and Batteries	20%
F) UPS	20%

List any additional equipment charges not included in the above rates:

\* Ci Maintenance and extended warranty on L3Harris current models.

## D 2.16 - FLAT RATE REPAIRS INCLUDING PARTS

TYPES OF SERVICES / EQUIPMENT	COST Plus %
L3Harris Flat Rate Repair - Terminals	20%
L3Harris Flat Rate Repair - System Components	20%
TAIT Flat Rate Repair - System/Radios	20%
ADRF	20%
Alcatel (Nokia) & Infinity	20%
All Dehydrators	20%
Cisco	20%
DB Spectra	20%
Elo	20%
Harris Intraplex	20%
L3Harris	20%
TXRX	20%
Radar/Laser Equipment	20%

Services for System upgrades will be quoted on a case by case basis.

Manufacturers not listed above will be considered as Cost plus Markup 20 %

List any additional equipment charges not included in the above rates:

Additional Rates for all service repairs;

Uneconomical to repair - \$184.00

No Trouble Found - \$92.00

Diagnostic Fee - \$92.00

## D 2.17 - Communications Tower Structure and Antenna System Maintenance Requirements

Line #	Description of Work	Price	UOM
1	Annual Inspection as listed in Part C - Specifications and Scope of Work	\$6.75	ft
2	Profiling of Tower Structure and appurtenances (including antennas and transmission lines)	\$9.45	ft
3	Profiling of Tower Structure and appurtenances when performed in conjunction with an annual tower inspection	\$6.60	ft
4	Painting of Self-Supporting Tower Structures (in accordance with FAA Requirements)	\$27.50	ft
5	Painting of Guyed Tower Structures (In accordance with FAA Requirements)	\$17.60	ft
6	Dismantle, Removal and Disposal of existing SelfSupporting Towers	\$99.00	ft
7	Dismantle, Removal and Disposal of existing Guyed Towers	\$88.00	ft
8	Tower Lighting System (Inspection and Repairs as may be required)	\$6.50	ft
9	Antenna and/or transmission line (Inspection and Repairs as may be required)	\$5.75	ft
10	Replacement of Jumper Cables	\$5.50	ft
11	Install Antenna with 7/8" Transmission line to include installation of mounting brackets, hangers and hardware	\$7.00	ft
12	Install Antenna with 1-5/8" Transmission Line to include installation of mounting brackets, hangers and hardware	\$7.50	ft
13	Install 1/2" Transmission Line to include hangers and hardware	\$6.50	ft
14	Install 7/8" Transmission Line to include hangers and hardware	\$7.00	ft
15	Install 1-5/8" Transmission Line to include hangers and hardware	\$7.50	ft
16	Antenna Removal and Replacement	\$6.50	ft
17	Antenna Removal Only	\$6.00	ft
18	1/2" Transmission Line and Connector Removal and Replacement	\$6.50	ft
19	7/8" Transmission Line and Connector Removal and Replacement	\$7.00	ft
20	1-5/8" Transmission Line and Connector Removal and Replacement	\$7.25	ft
21	1/2" Transmission Line Removal only to include hangers	\$6.50	ft
22	7/8" Transmission Line Removal only to include hangers	\$7.00	ft
23	1-5/8" Transmission Line Removal only to include hangers	\$7.25	ft
24	1/2" Connector Removal and Replacement	\$5.50	ft
25	7/8" Connector Removal and Replacement	\$5.50	ft
26	1-5/8" Connector Removal and Replacement	\$5.50	ft
27	1-5/8" Connector Removal and Replacement	\$5.50	ft
28	Tower Top amplifier Installation to include installation of Mounting brackets and hardware	\$5.50	ft
29	Tower Top Amplifier Removal and Installation	\$92.00	Man Hr

Line #	Description of Work	Price	UOM
30	Install 6 ft. Microwave Dish with Pressurized Waveguide Transmission Line to include mounting brackets, hangers, Hardware and Pressurization	\$9.00	ft
31	Removal of 6 ft. Microwave Dish with Pressurized Waveguide Transmission Line to include mounting brackets, hangers, Hardware and Pressurization	\$9.00	ft
32	Microwave Feed Horn Removal and Replacement	\$6.50	ft
33	Microwave Feed Horn Removal Only	\$6.35	ft
34	Microwave Dish Optimization (Specify number of Personnel)	\$92.00	Man Hr
35	Sweeping of Transmission lines to include copy of Sweep Documentation	\$250.00	Line
36	Sweeping of Transmission lines to include copy of Sweep Documentation when performed in conjunction with another task listed in the price schedule	\$150.00	Line
37	Miscellaneous Tower, Antenna, Transmission Line work Provide hourly rates below for various personnel		

(Invoiced Hourly rates to be based upon time spent on site)

	Technician	\$92.00	Man Hr
	Site Manager	\$135.00	Man Hr
	Project Manager	\$150.00	Man Hr
38	Flat Rate Travel - Round Trip	\$200.00	
39	Flat Rate Travel - Emergency Call Out	\$400.00	
40	List any additional equipment charges not included in the above rates	20%	Cost Plus

Hillsborough County Sheriff's Office reserves the right to request hourly rate proposals for any of the above proposed services.

**NOTE TO PROPOSER:** When work is required on towers or antennas that are located on rooftops, the price per foot shall apply only to the tower or antenna structure itself. The measurement will begin at the base of the tower or antenna, not at ground level.

## D 2.18 - UPS Systems, DC Power Systems and Battery Systems RFP Proposal

Site Name	UPS System	DC Power System	Battery System	Site Total
78 <sup>th</sup> Street	\$4,066.00	\$275.00	N/A	\$4,341.00
Bullfrog Creek	\$2,623.00	\$275.00	N/A	\$2,898.00
Taylor Road	\$2,623.00	\$275.00	N/A	\$2,898.00
Pinecrest	\$2,623.00	\$275.00	N/A	\$2,898.00
Plant City	\$2,623.00	\$275.00	N/A	\$2,898.00
Wimauma	\$2,623.00	\$275.00	N/A	\$2,898.00
Himes Avenue	\$2,623.00	\$275.00	N/A	\$2,898.00
EDOC	\$4,065.00	\$275.00	N/A	\$4,340.00
EDOC (Backup Radio)		\$0.00	\$0.00	\$0.00
D4 HQ	\$1,860.00	\$275.00	N/A	\$2,135.00
Hurrah	\$1,860.00	\$275.00	N/A	\$2,135.00
Tampa Gen. Hosp.	\$2,623.00	\$275.00	N/A	\$2,898.00
Gunn Highway	\$2,623.00	\$275.00	N/A	\$2,898.00
Fire Station 10	\$2,623.00	\$275.00	N/A	\$2,898.00
Fire Station 20	\$2,623.00	\$275.00	N/A	\$2,898.00
Cork Knight	\$2,623.00	\$275.00	N/A	\$2,898.00
SOC	\$4,065.00	\$275.00	N/A	\$4,340.00
SOC (Backup Radio)		N/A	N/A	\$0.00
ORJ 18 KVA	\$2,623.00	N/A	N/A	\$2,623.00
ORJ 1.5 KVA	\$1,152.00	N/A	N/A	\$1,152.00
ORJ 1.0 KVA	\$1,152.00	N/A	N/A	\$1,152.00
Video Downlink	\$840.00	N/A	N/A	\$840.00
Radio Shop	\$840.00	\$275.00	\$0.00	\$1,115.00
Spare	\$840.00	N/A	N/A	\$840.00
Herring St	\$2,436.00	\$275.00	N/A	\$2,711.00
Morris Bridge	\$2,436.00	\$275.00	N/A	\$2,711.00
Fire Station 15	\$2,436.00	\$275.00	N/A	\$2,711.00
Tampa VA	\$2,436.00	\$275.00	N/A	\$2,711.00
Falkenburg Rd Jail	\$840.00	\$275.00	N/A	\$1,115.00
Taylor Rd (Old)	\$2,623.00	\$275.00	N/A	\$2,898.00
Pinebrooke	\$840.00	N/A	N/A	\$840.00
TIA	\$2,436.00	\$275.00	N/A	\$2,711.00
Temple Terrace – Fire Station 1	\$2,436.00	\$275.00	N/A	\$2,711.00
<b>TOTAL PART D-18</b>				<b>\$78,010.00</b>

List any additional equipment charges not included in the above rates:

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# Professional Services for Support of UPS Systems, DC Power Systems and Battery Systems

Description of Professional Services	Hourly Rate or Rate
System Technician	\$108.00
Maintenance Technician	\$108.00
Maintenance Bench Technician	\$108.00
Power Engineer	\$184.00
System Installer	\$108.00
Emergency Service Rate	\$330.00
Travel Time	\$200.00
Expenses	Cost plus markup
Lodging	Cost plus markup
Per Diem (HCSO SOP 247 Rate)	HCSO SOP 247 Rate

## Regular Services Hours:

List any additional equipment charges not included in the above rates:

Electrician \$92.00/hr

UPS Service Technican \$184.00/hr

## Parts and Components

### PRICING BASED ON MANUFACTURERS PUBLISHED LIST PRICE LESS DISCOUNT

Manufacturer	Type of Parts/ Components	List Price	% Discount From List	HCSO Price
N/A				

### Pricing Based on Actual Cost Plus Markup

Manufacturer	Type of Parts/ Components	List Price	% Markup Above Cost	HCSO Price
Toshiba International	Replacement Parts		20%	
Eltek/Delta	DC Power Systems		20%	
ICT	DC Power Systems		20%	
Lyncole	System Grounding		20%	
Trip-lite	DC Power Systems		20%	
Aviat Microwave Systems	Replacement Parts		20%	
Microwave Networks (MNI)	Replacement Parts		20%	
Alcatel (Nokia)	Replacement Parts		20%	
Infinity	Replacement Parts		20%	

# Professional Services for Support of UPS Systems, DC Power Systems and Battery Systems

Description of Professional Services	Hourly Rate or Rate
System Technician	\$108.00
Maintenance Technician	\$108.00
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Travel Time	\$200.00
Expenses	Cost plus markup
Lodging	Cost plus markup
Per Diem (HCSO SOP 247 Rate)	HCSO SOP 247 Rate

## Regular Services Hours:

List any additional equipment charges not included in the above rates:

Electrician \$92.00/hr

UPS Service Technican \$184.00/hr

## Parts and Components

### PRICING BASED ON MANUFACTURERS PUBLISHED LIST PRICE LESS DISCOUNT

Manufacturer	Type of Parts/ Components	List Price	% Discount From List	HCSO Price
N/A				

### Pricing Based on Actual Cost Plus Markup

Manufacturer	Type of Parts/ Components	List Price	% Markup Above Cost	HCSO Price
Toshiba International	Replacement Parts		20%	
Eltek/Delta	DC Power Systems		20%	
ICT	DC Power Systems		20%	
Lyncole	System Grounding		20%	
Trip-lite	DC Power Systems		20%	
Aviat Microwave Systems	Replacement Parts		20%	
Microwave Networks (MNI)	Replacement Parts		20%	
Alcatel (Nokia)	Replacement Parts		20%	
Infinity	Replacement Parts		20%	

## D 2.18 - UPS Systems, DC Power Systems and Battery Systems RFP Proposal

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Taylor Road	\$2,623.00	\$275.00		\$2,898.00
Pinecrest	\$2,623.00	\$275.00		\$2,898.00
Plant City	\$2,623.00	\$275.00		\$2,898.00
Wimauma	\$2,623.00	\$275.00		\$2,898.00
Himes Avenue	\$2,623.00	\$275.00		\$2,898.00
EDOC	\$4,065.00	\$275.00		\$4,340.00
EDOC (Backup Radio)	/	\$0.00	\$0.00	\$0.00
D4 HQ	\$1,860.00	\$275.00		\$2,135.00
Hurrah	\$1,860.00	\$275.00		\$2,135.00
Tampa Gen. Hosp.	\$2,623.00	\$275.00		\$2,898.00
Gunn Highway	\$2,623.00	\$275.00		\$2,898.00
Fire Station 10	\$2,623.00	\$275.00		\$2,898.00
Fire Station 20	\$2,623.00	\$275.00		\$2,898.00
Cork Knight	\$2,623.00	\$275.00		\$2,898.00
SOC	\$4,065.00	\$275.00		\$4,340.00
SOC (Backup Radio)	/	N/A	N/A	\$0.00
ORJ 18 KVA	\$2,623.00	N/A	N/A	\$2,623.00
ORJ 1.5 KVA	\$1,152.00	N/A	N/A	\$1,152.00
ORJ 1.0 KVA	\$1,152.00	N/A	N/A	\$1,152.00
Video Downlink	\$840.00	N/A	N/A	\$840.00
Radio Shop	\$840.00	\$275.00	\$0.00	\$1,115.00
Spare	\$840.00	N/A	N/A	\$840.00
Herring St	\$2,436.00	\$275.00		\$2,711.00
Morris Bridge	\$2,436.00	\$275.00		\$2,711.00
Fire Station 15	\$2,436.00	\$275.00		\$2,711.00
Tampa VA	\$2,436.00	\$275.00		\$2,711.00
Falkenburg Rd Jail	\$840.00	\$275.00		\$1,115.00
Taylor Rd (Old)	\$2,623.00	\$275.00		\$2,898.00
Pinebrooke	\$840.00	N/A	N/A	\$840.00
TIA	\$2,436.00	\$275.00		\$2,711.00
Temple Terrace – Fire Station 1	\$2,436.00	\$275.00		\$2,711.00
<b>TOTAL PART D-18</b>				<b>\$78,010.00</b>

List any additional equipment charges not included in the above rates:

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# Professional Services for Support of UPS Systems, DC Power Systems and Battery Systems

Description of Professional Services	Hourly Rate or Rate
System Technician	\$108.00
Maintenance Technician	\$108.00
Maintenance Bench Technician	\$108.00
Power Engineer	\$184.00
System Installer	\$108.00
Emergency Service Rate	\$330.00
Travel Time	\$200.00
Expenses	Cost plus markup
Lodging	Cost plus markup
Per Diem (HCSO SOP 247 Rate)	HCSO SOP 247 Rate

## Regular Services Hours:

List any additional equipment charges not included in the above rates:

Electrician \$92.00/hr

UPS Service Technican \$184.00/hr

## Parts and Components

### PRICING BASED ON MANUFACTURERS PUBLISHED LIST PRICE LESS DISCOUNT

Manufacturer	Type of Parts/ Components	List Price	% Discount From List	HCSO Price
N/A				

### Pricing Based on Actual Cost Plus Markup

Manufacturer	Type of Parts/ Components	List Price	% Markup Above Cost	HCSO Price
Toshiba International	Replacement Parts		20%	
Eltel/Delta	DC Power Systems		20%	
ICT	DC Power Systems		20%	
Lyncole	System Grounding		20%	
Trip-lite	DC Power Systems		20%	
Aviat Microwave Systems	Replacement Parts		20%	
Microwave Networks (MNI)	Replacement Parts		20%	
Alcatel (Nokia)	Replacement Parts		20%	
Infinity	Replacement Parts		20%	

## Replacement or Additional Equipment

### Replacement Equipment Pricing based on Manufacturers Published List Price Less Discount

Manufacturer	Type of Parts/ Components	List Price	% Discount From List	HCSO Price
N/A				

### Replacement or Additional Equipment Pricing based on Actual Cost Plus Markup

Manufacturer	Type of Parts/ Components	List Price	% Markup above Cost	HCSO Price
Toshiba International	Replacement Parts		20%	
Eltek/Delta	DC Power Systems		20%	
ICT	DC Power Systems		20%	
Lynco	System Grounding		20%	
Trip-lite	DC Power Systems		20%	
Aviat Microwave Systems	Replacement Parts		20%	
Microwave Networks (MNI)	Replacement Parts		20%	
Alcatel (Nokia)	Replacement Parts		20%	
Infinity	Replacement Parts		20%	

## Other Services, Options, Accessories

### Pricing based on Manufacturers Published List Price Less Discount

Manufacturer	Type of Parts/ Components	List Price	% Discount From List	HCSO Price
N/A				

### Pricing based on Actual Cost Plus Markup

Manufacturer	Type of Parts/ Components	List Price	% Markup above Cost	HCSO Price
Eltek/PCP Rectifiers - DC Rectifiers	DC Power Systems		20%	
Newmar Power - DC Systems	DC Power Systems		20%	
Eltek/PCP - DC Plant Components	DC Power Systems		20%	
Toshiba - UPS Components	DC Power Systems		20%	



**L3HARRIS™**  
FAST. FORWARD.

# TERMINAL MANAGED SERVICES

Keep Your Radios Operating  
at Peak Performance





# MAXIMUM RELIABILITY, LONGER LIFESPANS

Choose from three tiers of support for your critical terminal devices

Handheld and mobile radio devices are the critical link at the edge of your network, helping team members stay connected, productive and safe.

To maximize the reliability and lifespan of your XL portable and mobile devices, L3Harris offers services such as comprehensive maintenance, software refreshes and repair services in three cost-effective tiers.

## ASSIST >>>



If your team is staffed to maintain terminal devices, your organization may only need a few key services. The L3Harris Terminal Service Assist tier includes the following capabilities to keep end-user devices operating at peak performance.

### Preferred Technical Support

Knowledgeable, experienced Product Specialists and System Engineers provide tech support for product operations, programming, maintenance and troubleshoot/repair processes. Phone and online support resources are available during work hours—8:00 AM-5:00 PM EST. Calls are logged in our state-of-the-art call tracking system and resolutions are categorized in an evergreen knowledge base.

### Standard Repair Services

We support all L3Harris portable and mobile radios performing operational checks to identify any problems and the necessary repairs. This cost-effective, flat-rate program<sup>1</sup> completes repairs in approximately ten business days.

### Software Managed Services (SMS)

Keeping terminal and system infrastructure software up-to-date is vital to maintaining the value of your investments. The Assist SMS for terminals provides issue resolution releases of XL radio software. Releases may also contain improvements and enhancements for current generation radio software. They also unlock new product capabilities and licensed features as they become available.<sup>2</sup>

## PARTNER >>>



The L3Harris Terminal Service Partner tier gives you training, online access to technical knowledge and on-call technicians. We provide proactive maintenance and repairs, so you can confidently focus on other aspects of your operation. **The Terminal Service Partner Tier enhances the Assist Tier Technical Support to the Premium (24/7/365) level and provides licensed XL radio software SMS updates.**

### Annual Preventive Maintenance and Tune Up

L3Harris technicians perform annual maintenance, including scheduled tests, inspections and alignment on a customers' terminals to optimize performance and recommend repairs or replacements as needed. This service also ensures that terminals meet L3Harris specifications and FCC regulations.

### L3Harris Training University (HTU), Virtual and Classroom Training

Training is important to maintain and enhance the skills of personnel who have the responsibility to operate, program and/or maintain terminals. HTU and virtual training, optionally available in the Partner tier, give your team knowledge and confidence. Traditional classroom training is available at our L3Harris Technical Training Center in Lynchburg, Virginia or at your facility.

## MANAGED »»



Because terminal device reliability is key to effective field communications, the L3Harris Terminal Service Managed tier helps keep your team's equipment ready... and gives you maximum peace of mind. **The Terminal Service Managed Tier includes services from the other two tiers with the following changes or additions:**

### Expedited Repair Services

We support all L3Harris portable and mobile radios and perform operational checks to identify any problems and the repairs required. As part of the Managed tier, our standard process is expedited so your equipment can be back in the field fast. This cost-effective, flat-rate repair service<sup>1</sup> completes repairs in approximately five business days.

### Software Managed Service (SMS) Installation

L3Harris technicians will manage the installation of new terminal software. As part of this service, we:

1. Provide an installation schedule and approximate completion time
2. Install the software needed for your radios to continue functioning at peak performance
3. Provide a Summary Report of actions

### On-Site Training

L3Harris provides three days of customized on-site training for up to ten people at your facility on your schedule. The scope of training is determined by you and your L3Harris Training Manager and focuses on terminal product operation, programming and/or maintenance topics.

### Fleet Database Updates for New Terminals (UAS)

When a new agency joins a system with a large number of radios and talkgroups, L3Harris engineers can bring users online quickly. Once you define the fleet structure and Unit IDs, we access the administration application to complete the addition of the records.

### On-Site Radio Programming (RPM2)

When a new system is deployed or a large number of additional radios must be activated on an existing system, L3Harris technicians program your radios on-site to bring the users online rapidly. For customers with smaller quantities of radios to be programmed, we work with you to define the most efficient process, which may include bringing or shipping radios to a service location.



## ON-DEMAND SERVICES

Each tier of support provides you the option to access On-Demand Services as needed. If a situation arises that's not part of your original scope of work, L3Harris will respond quickly and provide a quote for services. On-Demand Services may include:

- Installation or removal of mobile radio equipment after the initial installation
- Repair of radio equipment damaged by vandalism, abuse or physical neglect
- Rapid reprogramming or deployment of additional radios due to an unplanned event, such as a hurricane



# COMPARE

Here's a look at the services included in each tier. Get the support and confidence you need by keeping your terminal devices at peak performance. Talk to us about L3Harris Terminal Managed Services today.

	Assist	Partner	Managed
Preferred Technical Support PTS	✓		
Standard Repair Services	✓	✓	
Software Managed Services (SMS)	✓	✓	✓
Premium Technical Support PTS		✓	✓
Annual Preventive Maintenance and Tune Up		✓	✓
HTU, Virtual and Classroom Training		Available option	
Expedited Repair Services			✓
SMS Installation			✓
On-Site Training			✓
Fleet Database Updates for New terminals (UAS)			✓
On-site Radio Programming (RPM2)			✓
On-Demand Services	Available option	Available option	Available option

\*Enhanced and custom services available

## FAST. FORWARD.

### Terminal Managed Services

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### Non-export controlled information

L3Harris Technologies is an agile global aerospace and defense technology innovator, delivering end-to-end solutions that meet customers' mission-critical needs. The company provides advanced defense and commercial technologies across air, land, sea, space and cyber domains.



# U.S. EQUIPMENT WARRANTY

- A. L3Harris Technologies, Inc., a Delaware Corporation, through its Communication Systems Segment (hereinafter "Seller") warrants to the original purchaser for use (hereinafter "Buyer") that Equipment manufactured by or for the Seller shall be free from defects in material and workmanship and shall conform to its published specifications. With respect to all non-Seller Equipment, Seller gives no warranty, and only the warranty, if any, given by the manufacturer shall apply. Rechargeable batteries are excluded from this warranty and are warranted under a separate Rechargeable Battery Warranty (ECR-7048).
- B. Seller's obligations set forth in Paragraph C below shall apply only to failures to meet the above warranties occurring within the following periods of time from date of sale to the Buyer and are conditioned on Buyer's giving written notice to Seller within thirty (30) days of such occurrence:
1. for fuses and non-rechargeable batteries, operable on arrival only
  2. for service parts, ninety (90) days
  3. for mobile and portable radios ("Subscriber Units"), twenty-four (24) months
  4. for Unity® model Subscriber Units, thirty-six (36) months
  5. for radio accessories, one (1) year
  6. for all other equipment of Seller's manufacture, one (1) year
- C. During the Warranty Period, if Hardware fails to meet the foregoing warranties, Seller shall, at its option, correct the failure by: (1) repairing defective or damaged parts or Hardware, or (2) making available any necessary repaired or replacement parts, or (3) by providing new or refurbished parts or new or refurbished equipment. Seller will be responsible for shipping charges incurred in returning repaired parts, replacement parts, or hardware to Buyer. All warranty work must be conducted during normal business hours at Seller's place of business. Any repaired or replacement parts or Hardware furnished hereunder shall be warranted for the remaining unexpired portion the original Warranty Period of that part or Hardware. The original Warranty Period shall not be extended. Where such failure cannot be corrected by Seller's commercially reasonable efforts, Seller will refund to Buyer the fees paid for the parts or Hardware less depreciation.
- D. Seller's obligations under Paragraph C shall not apply to any Equipment, or part thereof, which (i) has been modified or otherwise altered other than pursuant to Seller's written instructions or written approval or, (ii) is normally consumed in operation or, (iii) has a normal life inherently shorter than the warranty periods specified in Paragraph B, or (iv) is not properly stored, installed, used, maintained or repaired, or, (v) has been subjected to any other kind of misuse or detrimental exposure, or has been involved in an accident.
- E. The preceding paragraphs set forth the exclusive remedies for claims based upon defects in or nonconformity of the Equipment, whether the claim is in contract, warranty, tort (including negligence), strict liability or otherwise, and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. The foregoing warranties are exclusive and in lieu of all other warranties, whether oral, written, expressed, implied or statutory. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. IN NO EVENT SHALL THE SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES.

## **THIS WARRANTY APPLIES ONLY WITHIN THE UNITED STATES.**



Communication Systems Segment  
221 Jefferson Ridge Parkway  
Lynchburg, VA 24501  
1-800-368-3277

Communication Systems Segment  
1680 University Avenue  
Rochester, NY 14610  
1-585-244-5830

# U.S. RECHARGEABLE BATTERY WARRANTY

- A. L3Harris Technologies, Inc., a Delaware Corporation, through its Communication Systems Segment (hereinafter "Seller") warrants to the original purchaser for use (hereinafter "Buyer") that nickel-cadmium, nickel-metal hydride, lithium-ion, and lithium-polymer batteries supplied by Seller shall be free from defects in material and workmanship, and shall conform to its published specifications for a period of twelve (12) months from the date of purchase.
- B. For purposes of this warranty, batteries shall be deemed defective if, while complying with L3Harris' white paper: *ECR-7367 Harris NiCd, NiMH, and Li-Ion Battery User's Guide*, (1) the measured capacity of the battery is less than 80% of its rated value, or (2) the battery develops leakage.
- C. If any battery fails to meet the foregoing warranty, Seller shall correct the failure by issuing a replacement battery upon receipt of the defective battery at an Authorized Service Center (ASC) or Seller factory (for OpenSky® Equipment only).
- D. Replacement batteries shall be warranted only for the remaining unexpired warranty period of the original battery. This warranty becomes void if:
1. The battery has been subjected to any kind of misuse, detrimental exposure, or has been involved in an accident.
  2. The battery is used in equipment or service other than the radio equipment for which it is specified.
- E. The preceding paragraphs set forth the exclusive remedies for claims based upon defects in or non-conformity of any battery, whether the claim is in contract, warranty, tort (including negligence), strict liability or otherwise, and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. The foregoing warranties are exclusive and in lieu of all other warranties, whether oral, written, expressed, implied or statutory. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES.

## **THIS WARRANTY APPLIES ONLY WITHIN THE UNITED STATES.**

To obtain the name and address of an Authorized Service Center (ASC), ask your salesperson, or call one of the factory number(s) printed at the bottom of this page.

To obtain a copy of the white paper *ECR-7367 Harris NiCd, NiMH, and Li-Ion Battery User's Guide*, visit the L3Harris PSpC Info Center > White Papers (<https://premier.pspc.l3harris.com>), or email PSpC Customer Care at [pspc\\_custfocus@l3harris.com](mailto:pspc_custfocus@l3harris.com).



Communication Systems Segment  
221 Jefferson Ridge Parkway  
Lynchburg, VA 24501  
1-800-368-3277

Communication Systems Segment  
1680 University Avenue  
Rochester, NY 14610  
1-585-244-5830

## **ADVANCED RF TECHNOLOGIES: WARRANTY AND REPAIR POLICY**

### **1.1 General Warranty**

Each active product manufactured by Advanced RF Technologies, Inc. ("ADRF") carries a Standard Warranty period of two (2) years unless indicated otherwise on the package or in the acknowledgment of the purchase order.

Passive components carry a Standard Warranty period of one (1) year unless indicated otherwise on the package or in the acknowledgment of the purchase order.

### **1.2 Limitations of Warranty**

Your exclusive remedy for any defective product is limited to the repair or replacement of the defective product. ADRF may elect which remedy or combination of remedies to provide in its sole discretion. ADRF shall have a reasonable time after determining that a defective product exists to repair or replace the problem unit. ADRF Standard Warranty applies to repaired or replaced products for the balance of the applicable period of the original warranty or ninety days from the date of shipment of a repaired or replaced product, whichever is longer.

### **1.3 Limitation of Damages**

The liability for any defective product shall in no event exceed the purchase price for the defective product.

### **1.4 No Consequential Damages**

ADRF has no liability for general, consequential, incidental or special damages.

### **1.5 Additional Limitation on Warranty**

ADRF Standard Warranty does not cover products which have been received improperly packaged, altered, or physically damaged. For example, broken warranty seal, labels exhibiting tampering, physically abused enclosure, broken pins on connectors, any modifications made without ADRF authorization, will void all warranty.

### **1.6 Return Material Authorization (RMA)**

No product may be returned directly to ADRF without first getting an approval from ADRF. If it is determined that the product may be defective, you will be given an RMA number and instructions on how to return the product. An unauthorized return, i.e., one for which an RMA number has not been issued, will be returned to you at your expense. Authorized returns are to be shipped to the address on the RMA in an approved shipping container. You will be given our courier information. It is suggested that the original box and packaging materials should be kept if an occasion arises where a defective product needs to be shipped back to ADRF. To request an RMA, please call (800) 313-9345 or send an email to [techsupport@adrftech.com](mailto:techsupport@adrftech.com).

### **1.7 Restocking**

No product may be returned directly to ADRF without first getting an approval from ADRF and the purchase amount must exceed \$100. Returned units are subject to a 20% restocking fee. Products must be returned within 90 day of the purchase date (at your expense) through trackable means such as UPS or FedEx. Product must be in original condition, original product packaging, unopened, unmodified, and unused. To request an RMA, please call (800) 313-9345 or send an email to [techsupport@adrftech.com](mailto:techsupport@adrftech.com).



**VILLAGE OF NORTH PALM BEACH  
DEVELOPMENT REVIEW COMMITTEE  
REGULAR MEETING MINUTES  
WEDNESDAY, NOVEMBER 8, 2023**

**Present:** Scott Wood, Building Official  
Jamie Mount, Assistant Public Works Director  
George Lopez, NPB Police  
Kimberly Cawley, Senior Fire Inspector  
Caryn Gardner-Young, Community Service Director

**I. CALL TO ORDER**

Caryn Gardner-Young called the meeting to order at 2:02 p.m.

**II. DELETIONS, ADDITIONS, OR MODIFICATIONS TO THE AGENDA**

1. Additions:
  - a) Special Events Language
  - b) DRC Process

**III. NEW BUSINESS**

**1. PALM BEACH HOLIDAY BOAT PARADE VIP VIEWING PARTY**

The applicant, a representative from MIAPBC & Via Productions presented a brief description of the event and a site plan that shows the entrance, seating area, tent location and dimensions, and restrooms.

**DRC MEMBERS DISCUSSED THE FOLLOWING:**

- a) The Fire Inspector requested that a tagged and mounted fire extinguisher be provided, along with a current crowd manager certification. Additionally, the site plan needs to be updated to reflect the elimination of Bells' To Go Food Truck. The cul-de-sac must be kept clear for public safety equipment and fire vehicles to turn around.
- b) A building permit must be obtained for the installation of the Hospitality tent and any tent over 900 square feet.
- c) The Building Official advised that any electrical supply and/or temporary cords must be in accordance with industry standards.
- d) The applicant is to coordinate with the Police Department to ensure that the necessary parking and traffic control is provided for the event.
- e) Sponsor signage will be allowed on the tents, and directional signage will be permitted only on the day of the event.
- f) The site must be returned to its original condition immediately after the event.

- g) The applicant will provide the Community Development with copies of parking agreements for off-site locations prior to the event. Barricades will be placed at the appropriate locations to ensure separation between conflicting activities.

**2. STORMHOUSE BREWING TWO YEAR ANNIVERSARY**

The applicant provided an overview of the event and explained the site plan.

**DRC MEMBERS DISCUSSED THE FOLLOWING:**

- a) Food vendors will be required to possess the appropriate permit to cook and sell food.
- b) The food truck listed on the application will provide licenses, inspections, certifications applicable to the event.
- c) Alcohol sales and consumption will be confined in a fenced area with restricted entry only to individuals above the legal drinking age. The applicant will be responsible for assigning personnel at the sales area to verify identification.
- d) The applicant will coordinate with the Police Department to ensure the necessary parking and traffic control is provided for the event. Directional signs will be permitted only on the day of the event.
- e) The applicant will provide the Community Development notices and/or affidavit stating that all businesses within the subject property have been provided notice of the event.
- f) The site will be returned to its original condition immediately after the event.

**3. HOLIDAY TREE LIGHTING**

The applicant presented the site plan.

**DRC MEMBERS DISCUSSED THE FOLLOWING:**

- a) The Fire Inspector inquired about the need for Fire and Rescue support at the event. The applicant felt that rescue services will be available and stationed in a designated area.

**4. SANTA'S TROLLEY RIDES**

The applicant presented the site plan.

**DRC MEMBERS DISCUSSED THE FOLLOWING:**

- a) The Fire Inspector requested tent permits and fire certificates for the event. It is important to reiterate that cooking is not allowed under the tents. The location of generators should be displayed on the site map and positioned away from the public. LP tanks and fire extinguishers should also be indicated on the site plan. The area behind the food tents should be blocked off. Additionally, if cooking occurs, tents should be placed at least 10 feet apart.
- b) The Village requested insurance for DJ and lighting services, Jupiter Bounce, and the Petting Zoo.

- c) The Building Official recommended keeping extension cords away from walkways.

**IV. DISCUSSION ITEMS**

None.

**V. CONCLUDING REMARKS**

None.

**VI. ADJOURNMENT**

Caryn Gardner-Young adjourned the meeting at 3:10 PM.

**THE VILLAGE OF NORTH PALM BEACH  
BUSINESS ADVISORY BOARD  
MEETING MINUTES  
TUESDAY, DECEMBER 19, 2023**

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**1. CALL TO ORDER**

David Talley called the meeting to order at 5:30 p.m.

**2. ROLL CALL**

Present: Adam Jones, Nathan Kennedy, Ronald Lantz, David Talley, Nina Balgar  
Absent: Veronica Frehm, Marshall Gillespie  
Staff: Caryn Gardner-Young, Community Development Director  
Ed Cunningham, Communications Manager

**3. APPROVAL OF MINUTES**

3.1. SEPTEMBER 19, 2023

Ronald Lantz motioned to approve the September 19, 2023 minutes, seconded by Nathan Kennedy. The **motion passed** unanimously (5-0).

3.2. OCTOBER 17, 2023

Ronald Lantz motioned to approve the October 19, 2023 minutes, seconded by Adam Jones. The **motion passed** unanimously (5-0).

**4. PUBLIC COMMENTS**

None

**5. OLD BUSINESS**

5.1. MOBILE FOOD TRUCK TEXT AMENDMENT

Ms. Gardner-Young recounted the purpose of the text amendment. Discussion continued.

Ms. Talley suggested adding a definition of a public restroom.

Ms. Gardner-Young added a condition for selling alcoholic beverages through a Special Event/Temporary Use Permit approval by the Community Development Department.

Ronald Lantz motioned to approve the language as presented with a definition of a public restroom and adding language that if the Village Council or Planning, Zoning and Adjustment Board previously approved a mobile food truck, these regulations would not apply, seconded by Adam Jones. The **motion passed** unanimously (5-0).

## 5.2. RESTAURANT GUIDE

The members discussed the idea of having a Village restaurant guide. However, they noted there is a list of businesses already on the Village's website. Also, if someone is looking for a restaurant, it is more resourceful to use Google than going to the Village's website.

## 5.3. NEW BUSINESS IN NEWSLETTER

Mr. Cunningham suggested showing things that are good for the Village in the newsletter, such as a good business environment, rather than just advertising a business. If a new business opens, there could be a "Welcome to the Village" ad using generic and simple language. All board members thought it was a good idea.

## 6. NEW BUSINESS

### 6.1. SPECIAL EVENTS ZONING TEXT AMENDMENT

Ms. Gardner-Young explained the Village's existing Code of Ordinance has only one paragraph that references special events and carnivals. The purpose of the proposed language is to add requirements and limitations and clarify what a special event is.

Ronald Lantz motioned to let the Planning, Zoning, and Adjustment Board review and provide recommendations to the Council rather than the Business Advisory Board providing guidance, seconded by Nathan Kennedy. The **motion passed** unanimously (5-0).

## 7. MEMBER COMMENTS

Mr. Talley requested an update on La Bamba matters. Ms. Gardner-Young told the board what transpired at the Planning, Zoning and Adjustment Board meeting.

Ms. Balgar requested an update on the 200 Yacht Club. Ms. Gardner-Young responded by announcing they received the Planning, Zoning and Adjustment Board approval with conditions.

## 8. STAFF COMMENTS

Ms. Gardner-Young shared details about the upcoming Meet and Greet event on January 23, 2024. The Village staff will update the board members about their terms in January. It was also announced that starting from January 2024, all permit and inspection applications will be submitted electronically.

## 9. ADJOURNMENT

Ronald Lantz motioned to adjourn, seconded by Nathan Kennedy. The meeting adjourned at 7:00 p.m. The next meeting is scheduled for January 16, 2024.

**VILLAGE OF NORTH PALM BEACH**  
**LIBRARY ADVISORY BOARD MEETING MINUTES**

**DATE: November 28th, 2023**

**CALL TO ORDER** Chair Bonnie Jenkins called the meeting to order at 7:00 PM.

**ROLL CALL** Present at the meeting were:

- Bonnie Jenkins, Chair
- Phyllis Listener, Member
- Carolyn Cost, Member
- Leslie Metz, Member
- Tina Chippis, Member
- Brad Avakian, Secretary
- Christine DelGuzzi, Member
- Julie Morrell, Library Manager

**APPROVAL OF MINUTES** The minutes from the last month's meeting were reviewed. A motion to accept the minutes was made and seconded. The motion passed unanimously.

**MANAGER'S REPORT - Julie Morrell**

- **Children's Programming:**
  - Story times held four times a week, averaging 27 attendees.
  - Junior League Saturday storytimes resumed.
  - TCS classes are actively visiting and checking out books, with most students now on their second visit.
  - Children's Arts & Crafts every Thursday at 3 PM, averaging about 16 attendees.
  - Children's Art Appreciation every third Friday, also with an average of 16 participants.
  - Tween Crafts continuing every Wednesday at 3 PM, with about 16 attendees aged 7 to 12.
  - Snack Attack Programs on the first and third Tuesdays of the month, with about 20 children per session. Upcoming session to include making snowman pancakes, a new venture for the team.
- **Teen Programming:**
  - Teen volunteers assisting after school and were particularly helpful at the Halloween festival, including decorating and managing fair games.

- **Adult Programming:**
  - Regular activities such as Knit and Crochet, Great Courses, and Adult Film Series ongoing.
  - Book Club had a successful discussion on "The Secret Life of Sunflowers" by Marta Molnar.
  - Craft program introduced a Mason jar candle holder project, attended by 17 people.
  - Senior Appreciation Bingo continued to attract participation.
- **Friends of the Library:**
  - Fall raffle drawing conducted, with a Holiday Bake Sale and boutique scheduled for December 2nd.
- **Special Events:**
  - Halloween Festival preparations ongoing, with notable contributions from community members and staff.
  - Discussion on the success of the event and considerations for future festivals' locations for better control and safety.
- **Statistics:**
  - Total circulation is slightly down, with an increase in e-circulation, particularly in audiobooks.

#### **NEW BUSINESS**

- A motion was made and approved to cancel the meeting scheduled for December 26th.

#### **OLD BUSINESS**

- No old business to discuss.

#### **MEMBER COMMENTS**

- Introduction of new clerk, Riley O'Keefe, and sharing of personal anecdotes and connections with her.

#### **STAFF COMMENTS**

- Brief staff updates, including the introduction of the new clerk.

**ADJOURNMENT** The meeting was adjourned at 7:21 PM.

VILLAGE OF NORTH PALM BEACH  
GOLF ADVISORY BOARD  
Minutes of November 13, 2023

I. CALL TO ORDER

A. The meeting was called to order by Chairman Steve Mathison at 6:00 p.m.

II. ROLL CALL

A. <u>Board:</u>	Present	Absent
Stephen Mathison – Chairman	X	
Rich Pizzolato – Vice Chairman	X	
Curtis Witters – Secretary	X	
Landon Wells – Member	X	
Orlando Puyol – Member	X	
Sandra Felis – Member		X
Karen O’Connell – Member	X	
B. <u>Staff Members:</u>		
Allan Bowman, Director of Golf	X	
Beth Davis, General Manager	X	
Lenore Dingle, Membership Coordinator	X	
C. <u>Council Members:</u>		
Darryl Aubrey		
Susan Bickel		
Mark Mullinix		
David Norris	X	
Deborah Searcy		

D. Public Present:

III. APPROVAL OF MEETING MINUTES

Minutes of the August 14 and October 9, 2023 GAB Meetings were approved 7-0.

IV. ADMINISTRATIVE REPORTS

Golf Report. Allan Bowman, Director of Golf, delivered his report.

Allan referred to the rounds report prepared by Rich Pizzolato. While October rounds were down, in part due to weather, revenue was up. The revenue per round played is up by 10% from October of 2022. Total revenue for the course is up by 5% over last year. Golf fees are up. Range revenue is up. Merchandise sales are up to \$5,000 for the year.

Allan told the Board he like to limit outside outings at the course to four per year.

The Village issued a RFP for the new maintenance services contract and the bid opening is December 20<sup>th</sup>. The current contract expires September 30, 2024.

A clock will be installed on the driving range in January.

We are waiting on the posts and the netting for the barrier being installed between the driving range and the 10<sup>th</sup> fairway.

The pond stabilization plantings have gone well and Allan told the Board that he is pleased. 500 pickle weed plants and 500 spike rush plants have been installed. Allan pointed out that our ponds have different levels of salinity, which requires different plants.

Planning for the environmental center is still in process, as we decide how to schedule and build the project.

Our golf cart lease is due for renewal, and we are looking at new carts with lithium batteries. Lithium battery carts are 300 pounds lighter acid battery carts. Lithium also bring savings in electricity.

The club plans to try out food and beverage service at the driving range during the evening. We will offer service and music for two nights in January and February and one night in March.

The country club is planning beginning an e newsletter for the club on a monthly basis beginning in January, providing information on golf, tennis, the pool, and the restaurant.

Our annual balloon sale in the pro shop will take place on December 6<sup>th</sup>.

We will have a member mixer on December 6<sup>th</sup>, as well.

IV. DISCUSSION TOPICS

V. ADJOURNMENT

The meeting was adjourned at 6:45 p.m.

The next meeting set for December 11, 2023 will be cancelled and we will meet on January 8<sup>th</sup>.

Minutes by Curtis L. Witters, Secretary.



**VILLAGE OF NORTH PALM BEACH  
DEVELOPMENT REVIEW COMMITTEE  
REGULAR MEETING MINUTES  
WEDNESDAY, JANUARY 10, 2024**

**Present:** Scott Wood, Building Official  
Jamie Mount, Assistant Public Works Director  
George Lopez, NPB Police  
Kimberly Cawley, Senior Fire Inspector  
Caryn Gardner-Young, Community Development Director

**I. CALL TO ORDER**

Caryn Gardner-Young called the meeting to order at 2:04 p.m.

**II. DELETIONS, ADDITIONS, OR MODIFICATIONS TO THE AGENDA**

None.

**III. NEW BUSINESS**

**1. SPECIAL EVENTS**

Garden Fest 2024

The applicant, a representative of the City's Leisure Services Department, presented a brief description of the event, including the route for the bike parade, signage, volunteers, and activities, as well as a site plan that shows the entrance, seating area, tent location and dimensions, and restrooms.

**DRC MEMBERS DISCUSSED THE FOLLOWING:**

- a) Event staff and volunteers will manage trash collection and removal, and there is no need for additional dumpsters.

Hot Cars & Chili 2024

The applicant, a representative of the City's Leisure Services Department, presented a brief description of the event and a site plan that shows the entrance, seating area, vendor locations and dimensions.

**DRC MEMBERS DISCUSSED THE FOLLOWING:**

- a) The Fire Inspector advised that cooking under the tent would require appropriate rating and a fire extinguisher, and the area surrounding the tent needs to be clear of any cords or trip hazards.
- b) Event organizers are to conduct water tests on electrical connections the day of the event.

- c) Generators and electrical cords will not impact pedestrian traffic or create tripping hazards.
- d) Event staff and volunteers will manage trash collection and removal, and there is no need for additional dumpsters.
- e) The Fire Inspector asked for a status update on the hydrant planned for Anchorage Park. Discussion ensued regarding procurement, location, engineering, and scope.

## 2. **TEXT AMENDMENT**

### Mobile Food Truck Zoning Text Amendment

Ms. Gardner-Young presented an overview of the text amendment, including the document with comments from the Business Advisory Board and the Village Attorney's review.

#### **DRC MEMBERS DISCUSSED THE FOLLOWING:**

- a) Staff will consider whether insurance requirements should be specifically outlined in the amendment.
- b) The food truck regulations will be superseded by the Special Events permit in situations where multiple food trucks are involved.
- c) Concerns were raised regarding compliance with requirements for permission to be on a site and fire inspections.

### Special Events Zoning Text Amendment

Ms. Gardner-Young provided an overview of the text amendment. She explained the intent was to update the Special Events application to match.

#### **DRC MEMBERS DISCUSSED THE FOLLOWING:**

- a) The timeline for application, exceptions to the timeline, and the distinction between rentals through Leisure Services and Special Events.

### Outdoor Seating Zoning Text Amendment

Ms. Gardner-Young provided an overview of the text amendment.

#### **DRC MEMBERS DISCUSSED THE FOLLOWING:**

- a) The Fire Inspector advised that any addition of seating requires additional review by outside agencies. The request form will be attached to the permit.

### Signage Text Amendment

Ms. Gardner-Young provided an overview of the text amendment. She advised the City Attorney had assisted with drafting the language to ensure legal defensibility and noted the addition of a Master Sign Plan to make the process more business friendly.

#### **DRC MEMBERS DISCUSSED THE FOLLOWING:**

- a) How to address temporary signage, including leasing advertisements.

- b) Considerations of ensuring addresses are not covered by landscaping, difficult to read, undersized, or vertical.

**IV. DISCUSSION ITEMS**

Discussion ensued regarding the car wash and potential future text amendments to consider, including vacation rentals, registration of contractors working in the Village, citation for failure to hold the appropriate license to work in the Village, and parking management for contractors and delivery vehicles.

**V. CONCLUDING REMARKS**

None.

**VI. ADJOURNMENT**

Caryn Gardner-Young adjourned the meeting at 2:58 PM.

**VILLAGE OF NORTH PALM BEACH  
COMMUNITY DEVELOPMENT DEPARTMENT**

---

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Caryn Gardner-Young, Community Development Director

DATE: February 8, 2024

SUBJECT: **ORDINANCE 2nd Reading– Approving a major amendment to the Memory Care Commercial Planned Unit Development to provide an additional waiver for the installation of an 8.7 square foot wall sign on the north façade of the commercial outparcel building located at 635 U.S. Highway One.**

---

Village staff is seeking Council consideration and approval of an Ordinance amending the Memory Care CPUD to authorize an additional waiver for the installation of a second wall sign for the Desano's Pizzeria on the north façade of the commercial outparcel building. The subject +/-0.27-acre parcel is on the west side of U.S. Highway 1, south of Lighthouse Drive and north of Ebbtide Drive. The subject parcel is within the C-MU (Commercial Mixed-Use District) pursuant to the Village Zoning map and has a C (Commercial) Future Land Use designation in accordance with the Village Future Land Use map. The property address is 635 U.S. Highway One, North Palm Beach, FL 33408.

Approved in 2017 through the adoption of Ordinance No. 2017-07, the subject 6,000 square-foot building reserved for restaurant/retail/office use lies within commercial out parcel within the previously approved Commercial PUD (CPUD) and the adjacent 37,404 square-foot Memory Care facility. Construction of the subject building was finalized in 2022. However, all applicable permits have been applied for in preparation for future tenant Desano Pizzeria to occupy the northernmost tenant space. Village Council has approved a series of five (5) waivers as part of the final CPUD approval, which are as follows:

- A. A waiver from Section 27-64 of the Village Code of Ordinances to eliminate trees required for the north buffer spaced at one (1) for every seventy-five (75) lineal feet of Landscape buffer. No trees shall be planted within the north landscape buffer adjacent to the courtyard (spacing requirements will be modified as depicted on the Landscape Plan).
- B. A waiver from Section 45-32(E)7 of the Village Code of Ordinances to provide a total of seventy-eight (78) parking spaces, where one hundred and fifty (150) parking spaces are required.
- C. A waiver from Section 45-36(D) of the Village Code of Ordinances to provide for a wall eight (8) feet in height adjacent to the outdoor courtyard. The Code limits the height of walls and fences to six (6) feet.
- D. A waiver from Section 45-32(D) of the Village Code of Ordinances allows for a front setback of ten (10) feet for the commercial out parcel building placement. The Code requires a front setback of fifty (50) feet.

In October 2023, the Village Council approved a minor amendment to the Planned Unit Development (PUD) to allow for an indoor and outdoor bar area on the north façade, including a six-seat outdoor seating area.

In December 2023, the Village Council approved another minor amendment to the Planned Unit Development (PUD) to allow for an outdoor seating area with cover and furniture, to install a building wall sign on the east façade of the building, and to allow five (5) stacks to penetrate the roof to enable fryers and ovens to be used on-site.

The applicant is proposing to install an 8.7 square foot building wall sign on the north façade, which is not permitted by the Zoning Code and requires another waiver for the CPUD. Section 8 of the CPUD Ordinance provides that “any new signs or modifications to approved signs shall be presented to the Planning Commission for approval, provided, however, that any changes requiring an additional waiver shall only be approved by Ordinance.” Consequently, the CPUD Ordinance requires the additional waiver to be treated as a major modification to the CPUD.

The proposed wall sign is internally lit with a black background and white lettering and located on the north façade where the outdoor seating area is. The applicant stated that they are unable to obtain signage on the existing monument sign, which is why they are requesting a sign on the north façade so that drivers traveling southbound on U.S. Highway 1 will be able to identify the location prior to driving past it. According to the Zoning Code, a sign is only permitted when fronting streets and the proposed sign fronts the private driveway. Consequently, the petitioner is requesting an additional waiver to the Zoning Code.

The request is for an 8.7 square foot internally lit wall sign with a black background and white lettering. The materials used in the sign have good architectural character and are harmonious with the building design. The building façade color is white. No bright or brilliant colors are proposed. There is no other lettering or signage on the north façade, and the proposed sign matches the previous building wall sign approved by the Village Council.

At its January 2, 2024 meeting, on a motion by Board Member Kennedy and seconded by Board Member Cross, the Planning, Zoning and Adjustment Board recommended approval (6-1 with Board Member Hogarth dissenting) of the Ordinance as presented by Village Staff.

At its January 25, 2024 meeting, on a motion by Councilmember Marcus and seconded by Vice Mayor Searcy, the Village Council approved the Ordinance on first reading as presented by Village Staff.

The attached Ordinance has been prepared and reviewed by the Village Attorney to ensure its legal sufficiency.

**Recommendation:**

**Village Staff recommends Village Council consideration and adoption on second and final reading of the attached Ordinance amending the Memory Care CPUD to provide for an additional waiver from Section 6-115(C)(2)e of the Village Code to allow for the installation of a second wall sign for the Desano’s Pizzeria on the north façade of the commercial outparcel building fronting a private driveway in accordance with Village policies and procedures.**

1  
2  
3 **ORDINANCE NO. 2023-\_\_\_**

4 AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF  
5 NORTH PALM BEACH, FLORIDA, AMENDING ORDINANCE NO. 2017-07  
6 APPROVING A COMMERCIAL PLANNED UNIT DEVELOPMENT ON  
7 APPROXIMATELY 2.72 ACRES OF REAL PROPERTY LOCATED ON THE  
8 WEST SIDE OF U.S. HIGHWAY ONE NORTH OF EBBTIDE DRIVE AND  
9 SOUTH OF LIGHTHOUSE DRIVE TO APPROVE AN ADDITIONAL SIGN  
10 WAIVER FOR THE COMMERCIAL OUTPARCEL BUILDING; PROVIDING  
11 FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING  
12 FOR AN EFFECTIVE DATE.

13 WHEREAS, through the adoption of Ordinance No. 2017-07 on June 22, 2017, the Village  
14 Council approved a Commercial Planned Unit Development (“CPUD”) approximately 2.72 acres  
15 in size located on the west side of U.S. Highway One north of Ebbtide Drive and south of  
16 Lighthouse Drive; and

17  
18 WHEREAS, the approved site plan for the CPUD included a one-story 37,404 square foot Memory  
19 Care facility and a commercial outparcel building of up to 6,000 square feet on the Property; and

20  
21 WHEREAS, the property owner, ASL NPB, LLC, and one of the tenants of the outparcel building,  
22 Desano – North Palm Beach, LLC, have applied for a major amendment to the CPUD for an  
23 additional waiver from the Village Code to install a wall sign on the northern façade of the  
24 commercial outparcel building; and

25  
26 WHEREAS, Section 8 of Ordinance No. 2017-07 requires that any new signs requiring an  
27 additional waiver shall only be approved by Ordinance; and

28  
29 WHEREAS, on January 2, 2024, the Village Planning, Zoning and Adjustment Board, sitting as  
30 the Local Planning Agency, conducted a public hearing on the application and provided a  
31 recommendation to the Village Council; and

32  
33 WHEREAS, the Village Council wishes to approve the major modification to the CPUD to allow  
34 for an additional waiver to the Village’s land development regulations and determines that the  
35 adoption of this Ordinance is in the best interests of the residents of the Village of North Palm  
36 Beach.

37  
38 NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE  
39 OF NORTH PALM BEACH, FLORIDA as follows:

40  
41 Section 1. The foregoing recitals are ratified as true and correct and are incorporated herein.

42  
43 Section 2. The Village Council hereby amends Section 4 of Ordinance No. 2017-07 to add the  
44 following additional waiver:  
45

1 A waiver from Section 6-115(C)(2)e of the Village Code of Ordinances to allow  
2 for a second wall sign for the northern façade of the commercial outparcel building  
3 facing a driveway when the Code only allows a second sign if facing multiple street  
4 frontages.

5  
6 Section 3. The Applicant shall install the additional wall sign in accordance with the most  
7 current version of the following plans and specifications on file with the Village’s Community  
8 Development Department:  
9

- 10 A. Boundary Survey by Lidberg Land Surveying, Inc. stamp dated December 11, 2023; and  
11  
12 B. Building and Sign Elevation sheet created by Cotleur & Hearing and stamp dated  
13 December 11, 2023.  
14

15 Section 4. The Village Council’s approval of this major amendment to the CPUD is subject to  
16 the following additional conditions:  
17

- 18 A. A sign building permit is required for the proposed wall sign.  
19  
20 B. The site plan shall be revised as necessary to reflect all conditions of approval and  
21 resubmitted prior to the issuance of a building permit.  
22  
23 C. Non-compliance with any of the conditions of approval shall result in withholding of the  
24 issuance of building permits or a Certificate of Occupancy.  
25  
26 D. All advertisements and legal addresses on insurance policies and business correspondence  
27 shall clearly state that the project is located within the Village of North Palm Beach.  
28

29 Section 5. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for  
30 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void,  
31 such holding shall not affect the remainder of this Ordinance.  
32

33 Section 6. All ordinances or resolutions in conflict with the provisions of this Ordinance are  
34 hereby repealed to the extent of such conflict.  
35

36 Section 7. This Ordinance shall take effect immediately upon adoption.  
37

38 PLACED ON FIRST READING THIS 25<sup>th</sup> DAY OF JANUARY, 2024.  
39

40 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_\_ DAY OF  
41 \_\_\_\_\_, 2024.  
42  
43  
44

45 (Village Seal)

\_\_\_\_\_  
MAYOR

1 ATTEST:

2

3

4

\_\_\_\_\_

VILLAGE CLERK

5

6

7

APPROVED AS TO FORM AND

8

LEGAL SUFFICIENCY:

9

10

11

12

\_\_\_\_\_

VILLAGE ATTORNEY



**Subject/Agenda Item:**

**PUD-2023-005 635 US Highway 1**

**Consideration of Approval:** The property owner, ASL NPB, LLC, and the lessee, Desano – North Palm Beach, LLC, have requested a major modification with a waiver to an existing Commercial Planned Unit Development (PUD). The modification is for the installation of an 8.7 square foot wall sign on the north façade at 635 U.S. Highway One, which is not permitted by the Zoning Code but can only be approved as an additional waiver to the PUD.

Recommendation to APPROVE

Recommendation to DENY

Quasi-Judicial

Legislative

Public Hearing

<b>Originating Department:</b>  <b>Planning &amp; Zoning</b>  Project Manager  _____ Caryn Gardner-Young, AICP	<b>Reviewed By:</b>  Community Development Director  _____ Caryn Gardner-Young, AICP
<b>Attachments:</b> <ul style="list-style-type: none"><li>• Justification Statement dated December 11, 2023</li><li>• Boundary Survey by Lidberg Land Surveying Inc. stamped-dated December 11, 2023</li><li>• Building and Sign Elevation sheet created by Cotleur &amp; Hearing and stamp-dated December 11, 2023</li></ul>	<b>Public Notice:</b> <input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required Dates: Paper: Mailing <input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required Notice Distance: _ 500'

**I. Executive Summary**

The applicant proposes installing an 8.7 square foot building wall sign on the north façade, which is precluded by the Village’s Zoning Code but can be approved as a waiver under the Village’s Planned Unit Development regulations.

## **II. Site Data**

<b>Existing Use:</b>	Vacant
<b>Parcel Control Numbers:</b>	68-43-42-16-34-002-0000
<b>Legal Description:</b>	POETS WALK MEMORY CARE TR B K/A FUTURE DEVELOPMENT
<b>Parcel Size:</b>	.27 acres
<b>Existing Future Land Use Designation:</b>	Commercial
<b>Existing Zoning District:</b>	Commercial – Mixed Use (C-MU)

<b>Table 1: Surrounding Existing Land Use, Future Land Use, Zoning District:</b>			
<b>Direction</b>	<b>Existing Land Use</b>	<b>Future Land Use</b>	<b>Zoning District</b>
<i>North</i>	Memory Care	Commercial	Commercial – Mixed Use (C-MU)
<i>South</i>	Atrium Office Condominium	Commercial	Commercial – Mixed Use (C-MU)
<i>East</i>	North Cove Office Building	Commercial	Commercial – Mixed Use (C-MU)
<i>West</i>	Memory Care	Commercial	Commercial – Mixed Use (C-MU)

## **III. Background**

The subject parcel is +/-0.27-acres in size and located on the west side of U.S. Highway One, between Lighthouse Drive and Ebbtide Drive. The parcel falls under the C-MU (Commercial Mixed-Use Zoning District) as per the Village Zoning map and has a C (Commercial) Future Land Use designation as per the Village Future Land Use map. The property address is 635 U.S. Highway One, North Palm Beach, FL 33408.

The Village Council approved the Memory Care Commercial PUD (CPUD) through the adoption of Ordinance No. 2017-07 on June 22, 2017. The 6,000 square foot commercial outparcel building is reserved for restaurant, retail, or office uses. The building was constructed in 2022, and all necessary permits have been applied for in preparation for Desano Pizzeria occupying the northernmost tenant space. As part of the final CPUD approval, the Village Council approved a series of five (5) waivers:

- A. A waiver from Section 27-64 of the Village Code of Ordinances to remove trees required for the north buffer spaced at one (1) for every seventy-five (75) lineal feet of landscape buffer. No trees shall be planted within the north landscape buffer adjacent to the courtyard (spacing requirements will be modified as depicted on the Landscape Plan).
- B. A waiver from Section 45-32(E)7 of the Village Code of Ordinances to provide a total of seventy-eight (78) parking spaces where one hundred and fifty (150) parking spaces are required.

- C. A waiver from Section 45- 36(D) of the Village Code of Ordinances to provide for a wall eight (8) feet in height adjacent to the outdoor courtyard. The Code limits the height of walls and fences to six (6) feet.
- D. A waiver from Section 45- 32(D) of the Village Code of Ordinances to allow for a front setback of ten (10) feet for the commercial out parcel building placement. The Code requires a front setback of fifty (50) feet.

In October 2023, the Village Council approved a minor amendment to the Planned Unit Development (PUD) to allow for an indoor and outdoor bar area on the north façade, including a six-seat outdoor seating area.

In December 2023, the Village Council approved an additional minor amendment to the Planned Unit Development (PUD) to allow for an outdoor seating area with cover and furniture, to install a building wall sign on the east façade of the building, and to allow five (5) stacks to penetrate the roof to enable fryers and ovens to be used on-site.

#### **IV. Applicable Code Provisions:**

##### **Section 45.35-1 Planned Unit Development Section IV Criteria for Appearance D. Building Design**

#### **V. Summary of Proposed Site Plan and Appearance Details:**

The petitioner's Planned Unit Development Amendment documents consist of the following:

- a. Boundary Survey by Lidberg Land Surveying Inc. stamped-dated December 11, 2023
- b. Building and Sign Elevation sheet created by Cotleur & Hearing and stamp-dated December 11, 2023

#### **VI. Staff Analysis:**

The petition is for the approval of a major Planned Unit Development Amendment. The purpose of this amendment is to install an 8.7 square foot wall sign on the north façade of the building, which requires a waiver from Section 6-115(C)(2)e of the Village Code. The proposed sign is internally lit with a black background and white lettering facing the existing restaurant/Memory Care driveway from US Highway 1. The applicant stated that they are unable to obtain signage on the existing monument sign, which is why they are requesting a sign on the north façade so that drivers traveling southbound on U.S. Highway 1 will be able to identify the location prior to driving past it. Per the Zoning Code, a sign is only permitted when fronting streets. Since the proposed sign is fronting the driveway to the facility, it is not permitted. However, the Village's PUD regulations allow flexibility, and the petitioner is requesting an additional waiver to the Village Code.

*Standards and Staff Findings:*

**Section 45.35-1 Planned Unit Development**

1. Harmony:

The proposed use or uses shall be of such location, size, and character as to be in harmony with the appropriate and orderly development of the zoning district in which it is situated and shall not be detrimental to the orderly development of adjacent zoning districts. **The applicant is not proposing a new use.**

2. Traffic/Neighborhood Impacts:

The location and size of the proposed use or uses, the nature and intensity of the principal use and all accessory uses, the site layout, and its relation to streets giving access to it shall be such that traffic to and from the use or uses, and the assembly of persons in connection therewith, will not be hazardous or inconvenient to the neighborhood nor conflict with the regular traffic of the neighborhood. **The applicant is not proposing a new use but improving the site layout by installing a sign informing southbound US Highway 1 travelers where the restaurant is located.**

2. Building Modifications:

The location and height of buildings, the location, nature, and height of walls and fences, and the nature and extent of the landscaping of the site shall be such that they will not hinder or discourage the proper development and use of adjacent land and buildings nor impair the value thereof. **The applicant is not proposing adding walls or wall height to any building or fence except as previously approved. The proposed modification will not hinder or discourage the proper development or use of adjacent land and buildings nor impair the value.**

2. Density/Open Space:

The standards of density and required open space in the proposed project are at least equal to those required by this ordinance in the zoning district in which the proposed

project is to be located, except as may be permitted for key redevelopment sites through subsection 45-35.1.VIII. **The applicant is not impacting density or open space.**

2. Proposed Uses:

There shall be no uses within the proposed project that are not permitted in the zoning district where the proposed project will be located. **The applicant is not proposing changes to the original use, and restaurants are permitted in the C-MU Zoning District.**

**Section IV Criteria for Appearance D. Building and Sign Design**

1. Wall Sign Materials:

Materials used in signs shall have good architectural character and be harmonious with the building design and surrounding landscape. **The request is for an 8.7 square foot internally lit wall sign with a black background and white lettering. The building façade color is white. There is no other lettering or signage on the north façade. The applicant meets this requirement.**

2. Wall Sign Architecture:

Wall signs shall be part of the architectural concept. Size, color, lettering, location, and arrangement shall be harmonious with the building design and compatible with signs on adjoining buildings. Signs shall have good proportions. **The request is for an 8.7 square foot internally lit wall sign with a black background and white lettering. The wall is white, and the sign is to the left of the side entrance doors. The sign is in proportion to the restaurant space.**

3. Wall Sign Colors:

Colors shall be used harmoniously and with restraint. Excessive brightness and brilliant colors shall be avoided. Lighting shall be harmonious with the design. If external spot or floor lighting is used, it shall be arranged to shield the light source from view. **The request is for an 8.7 square foot internally**

**lit wall sign with a black background and white lettering. The building wall is white; consequently, the proposed sign colors are harmonious. There is no proposed use of bright or brilliant colors.**

4. Wall Sign Area:

The closest regulations which would pertain to the proposed sign would be Article V, Section 6-115 of the Code of Ordinance dealing with permitted permanent accessory signs, According to Section 6-115(C)(3)(b) and (c): An occupant that has building facade area facing multiple public street frontages may have one (1) full size wall sign facing a public street frontage and a one-half (1/2) size wall sign facing the other street frontages which sign is not to exceed 20 square feet. **The main wall sign for Desano Pizzeria, approved in December, was 42 square feet, so one-half the size would be 21 square feet. The proposed sign is 8.7 square feet, meeting the building wall sign size limitation.**

**VII. Staff Recommendation:**

*Approval* of SP-2023-0617 with the following conditions:

1. The most stringent requirements of Exhibit “A” Community Development Department Report and Recommendation dated December 11, 2023, and strict compliance with the Exhibits listed below, which are attached hereto and made a part hereof as Exhibit “B.”
  - a. Boundary Survey by Lidberg Land Surveying Inc. stamped-dated December 11, 2023
  - b. Building and Sign Elevation sheet created by Cotleur & Hearing and stamp-dated December 11, 2023
2. A sign building permit is required for the proposed wall sign. (Planning and Zoning)
3. The site plan shall be revised as necessary to reflect all conditions of approval and re-submitted before the issuance of building permits. (Planning and Zoning)
4. Non-compliance with any of the conditions of approval will result in withholding of the issuance of building permits or a Certificate of Occupancy. (Planning and Building)

5. All advertisements and legal addresses on insurance policies and business correspondence shall clearly state that the project is located within the “Village of North Palm Beach.” (Planning and Zoning)

---

**PLANNING AND ZONING ADJUSTMENT BOARD ACTION – January 2, 2024**

---

On a motion by Board Member Kennedy and seconded by Board Member Cross, the Planning, Zoning and Adjustment Board recommended approval (6-1 with Board Member Hogarth dissenting) for the Ordinance as presented by Village Staff.

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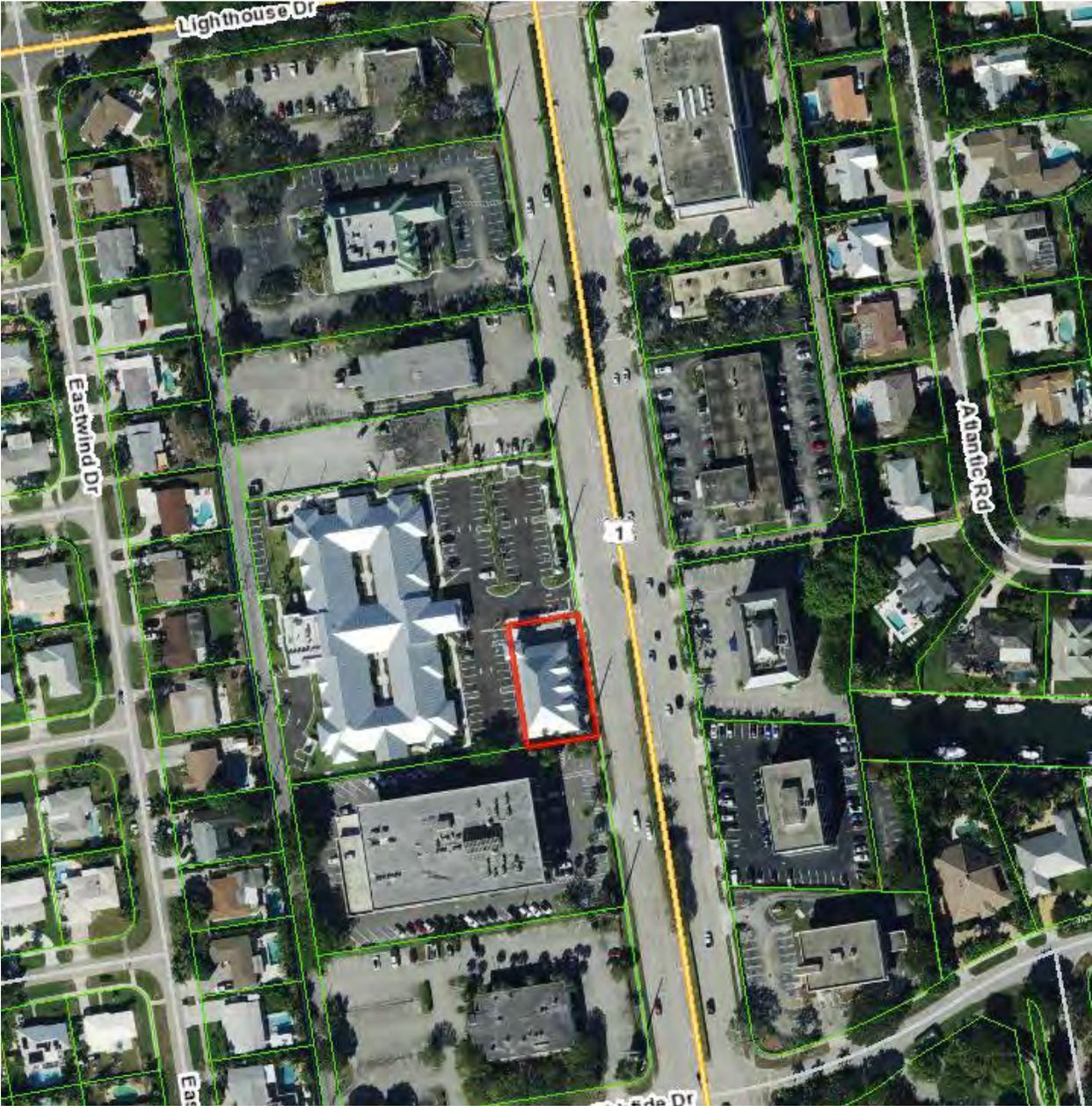
**VILLAGE COUNCIL ACTION (first reading) – January 25, 2024**

---

On a motion by Councilmember Marcus and seconded by Vice Mayor Searcy, the Village Council recommended approval (4-0) of the Ordinance as presented by Village Staff.



Exhibit B  
Location Map





Village of North Palm Beach  
Universal Planning and Zoning Application

**Instructions to Applicant**

This application shall be submitted with the required items identified in the Application Matrix. Separate Applications must be submitted when multiple applications are associated with the same request.

Contact Community Development Department at 561-841-3365 for a pre-application submittal meeting.

**Please check each relevant application box below:**

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Annexation               | <input checked="" type="checkbox"/> PUD Amendment Major | <input type="checkbox"/> Variance (Sign)       |
| <input type="checkbox"/> Comprehensive Plan       | <input type="checkbox"/> Plat Preliminary               | <input type="checkbox"/> Variance              |
| <input type="checkbox"/> Master Sign Plan Program | <input type="checkbox"/> Plat Final                     | <input checked="" type="checkbox"/> Waiver     |
| <input type="checkbox"/> Planned Unit Development | <input type="checkbox"/> Similar Use                    | <input type="checkbox"/> Zoning Map Amendment  |
| <input type="checkbox"/> PUD Amendment Minor      | <input type="checkbox"/> Special Exception              | <input type="checkbox"/> Zoning Text Amendment |

**Other:**

- |  |   |
|--|---|
| <input type="checkbox"/> Appeal of Administrative Decision | <input type="checkbox"/> Postponement & Decision Withdrawal |
| <input type="checkbox"/> Extension of Time                 | <input type="checkbox"/> Pre-application meeting            |

Project Name DESANO PIZZERIA

Agent's Name COTLEUR + HEARING

Address 1934 COMMERCE LANE SUITE 1

City JUPITER State FL Zip 33458

Phone 561-406-1033 Fax \_\_\_\_\_

Email ZCICIERA@COTLEUR-HEARING.COM

Owner's Name ASL NPB, LLC.

Address 1615 FORUM PLACE, SUITE 200

City WEST PALM BEACH State FL Zip 33401

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

**Correspondence Address: (if different than agent or owner)**

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

**This is the address to which all agendas, letters and other materials will be forwarded.**

Project Location & Address 635 US HWY 1

Parcel Identification Number(s) 68434216340020000

Property Size (Square feet/Acres) 0.27

Existing Use of Property RESTAURANT/OFFICE

Proposed Use of Property RESTAURANT/OFFICE

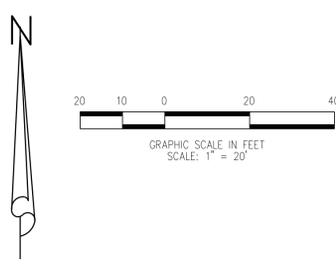
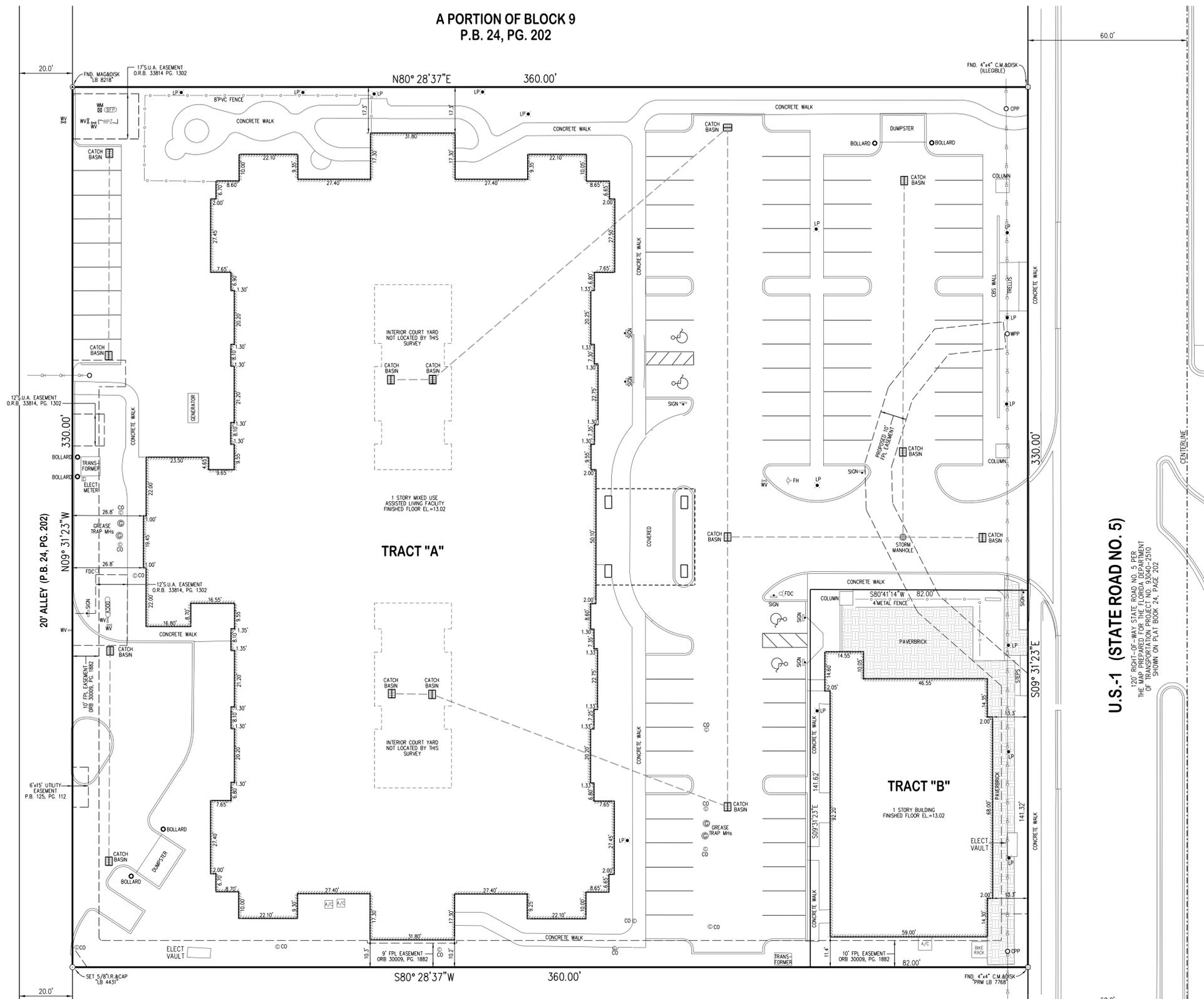
Existing Future Land Use Designation COMMERCIAL

Proposed Future Land Use Designation COMMERCIAL

Existing Zoning of Property COMMERCIAL MIXED-USE

Proposed Zoning of Property COMMERCIAL MIXED-USE

A PORTION OF BLOCK 9  
P.B. 24, PG. 202



**PROPERTY DESCRIPTION**  
TRACTS "A" AND "B", ACCORDING TO THE PLAT OF POET'S WALK MEMORY CARE, RECORDED IN PLAT BOOK 125, PAGES 112 & 113, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

- SURVEY REPORT**
1. THIS BOUNDARY SURVEY CONFORMS TO THE STANDARDS OF PRACTICE AS OUTLINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.
  2. SURVEY BASED ON THE PLAT OF POET'S WALK MEMORY CARE.
  3. LEGAL DESCRIPTION WAS PREPARED BY LIDBERG LAND SURVEYING, INC.
  4. BEARING BASIS: NORTH 09°31'23" WEST ALONG THE WEST LINE OF TRACT "A".
  5. THE SUBJECT PROPERTY LIES WITHIN FLOOD ZONE X (AREA OF MINIMAL FLOOD HAZARD), PER FLOOD INSURANCE RATE MAP NO. 1209SC0383F DATED OCTOBER 5, 2017. NO SEARCH FOR ANY MAP AMENDMENTS OR REVISIONS HAS BEEN MADE BY THIS OFFICE.
  6. TOTAL AREA = 2.727 ACRES, MORE OR LESS.
  7. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY LIDBERG LAND SURVEYING, INC.
  8. ALL FIELD-MEASURED CONTROL MEASUREMENTS EXCEEDED AN ACCURACY OF 1" IN 7,500'.
  9. ELEVATIONS SHOWN ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88).
  10. THIS SURVEY IS PREPARED ONLY FOR THE PARTIES LISTED BELOW AND IS NOT ASSIGNABLE.  
PREPARED FOR:  
NPB SENIOR DEVELOPMENT COMPANY, INC.  
NPB COMERCIAL, LLC
  11. © COPYRIGHT 2022 BY LIDBERG LAND SURVEYING, INC.  
THE SKETCH OF SURVEY AND SURVEY REPORT COMPRISE THE COMPLETE SURVEY. THIS SURVEY IS NOT VALID UNLESS THE SKETCH AND REPORT ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.

- ABBREVIATIONS:**
- (C) = CALCULATED
  - C.B.S. = CONCRETE BLOCK STRUCTURE
  - C.M.B. = COMMISSIONER'S MINUTES BOOK
  - CMH = CONFLICT MANHOLE
  - CO = CLEAN OUT
  - CONC = CONCRETE
  - DB = DEED BOOK
  - DOCH = DOUBLE DETECTOR CHECK VALVE
  - FDC = FIRE DEPARTMENT CONNECTION
  - F.H. = FIRE HYDRANT
  - FND. = FOUND
  - F.P.L. = FLORIDA POWER & LIGHT
  - ICV = IRRIGATION CONTROL VALVE
  - IP = IRON PIPE
  - INV. = INVERT
  - LR = IRON ROD
  - LB = LICENSE BUSINESS
  - LP = LIGHT POLE
  - LS = LICENSE SURVEY
  - (M) = MEASURED
  - MV = MANHOLE
  - M.H.W. = MEAN HIGH WATER
  - MON. = MONUMENT
  - O.R.B. = OFFICIAL RECORD BOOK
  - (P) = PLAT
  - P.B. = PLAT BOOK
  - P.R.M. = PERMANENT REFERENCE MONUMENT
  - R.O.W. = RIGHT-OF-WAY
  - RCP = REINFORCED CONCRETE PIPE
  - R.P.B. = ROAD PLAT BOOK
  - (S) = SURVEY
  - S.L.P. = STOP LIGHT POLE
  - SMH = SANITARY MANHOLE
  - S.B.T.M.H. = SOUTHERN BELL TELEPHONE MANHOLE
  - STMH = STORM MANHOLE
  - TB = TRAFFIC BOX
  - T.L.P. = TRAFFIC LIGHT POLE
  - TV = TELEVISION
  - U.E. = UTILITY EASEMENT
  - WM = WATER METER
  - WP = WOOD POLE
  - WUP = WOOD UTILITY POLE
  - WV = WATER VALVE

A PORTION OF BLOCK 9  
P.B. 24, PG. 202

**LIDBERG LAND SURVEYING, INC.**  
675 West Indiantown Road, Suite 200,  
Jupiter, Florida 33458 TEL. 561-746-8454

**BOUNDARY SURVEY**  
**TRACT "A" POET'S WALK**  
PREPARED FOR:  
**NPB SENIOR DEVELOPMENT COMPANY, INC.**  
**NPB COMERCIAL, LLC**

CAD:	K:\JUST \ 164243 \ 125-112 \ 20-078-101 \ 20-078-101.DGN		
REF:			
FLD.	J.P.	FB.	PG.
OFF.	L.J.C.	781	25
CKD.	D.C.L.	SHEET	1 OF 1
		JOB	20-078-101
		DATE	01/05/21
		DWG.	D20-078

# **DESANO PIZZERIA**

## Major PUD Amendment

### **Justification Statement**

December 11, 2023

#### **INTRODUCTION | REQUEST**

On behalf of the Owner, ASL NPB, LLC., and Applicant, Desano – North Palm Beach LLC, we are requesting approval of a Waiver/Major PUD Amendment to the approved Commercial Planned Unit Development per Ordinance No. 2017-07, to permit an 8.7 square-foot accessory wall sign on the north façade adjacent to a private driveway.

#### **PROJECT CONTACT**

All correspondence in connection with this request should be directed to the agents for the applicant:

##### **AGENT / PLANNER**

Cotleur & Hearing  
Contact: Donaldson Hearing/Zach Ciciera  
1934 Commerce Lane, Suite 1  
Jupiter, Florida 33458  
Phone: (561) 747-6336 x 135

##### **OWNER**

ASL NPB, LLC.  
Contact: Douglas Brawn  
1615 Forum Place, Suite 200  
West Palm Beach, FL 33401  
Phone:

##### **APPLICANT / TENANT**

Desano – North Palm Beach LLC  
Contact: Scott Desano  
PO Box 921144  
Norcross, GA 30010 UN

#### **LOCATION**

The subject +/-0.27-acre parcel is located on the west side of US Highway 1, south of Lighthouse Drive and north of Ebbitide Drive. The subject parcel is within the C-MU (Commercial Mixed-Use District) pursuant to the Village Zoning map and C (Commercial) future land use designation pursuant to the Village Future Land Use map. The property address is 635 US HWY 1, North Palm Beach, FL 33408.

Adjacent Property	Zoning District	Future Land Use Designation
North	C-MU	C
South	C-MU	C
East	C-MU	C
West	C-MU	C

## BACKGROUND

Approved in 2017, the subject 6,000 square foot building reserved for restaurant/retail/office use lies within the commercial outparcel within the aforementioned CPUD in conjunction with the adjacent 37,404 square foot Memory Care facility. Construction of the subject building has been finalized in 2022, however, all applicable permits have been applied for in preparation of future tenant Desano Pizzeria to occupy the northern most tenant space. A series of five (5) waivers have been approved by Village Council as part of the final CPUD approval, which are as follows:

- A. A waiver from Section 27- 64 of the Village Code of Ordinances to eliminate trees required for the north buffer spaced at one (1) for every seventy- five (75) lineal feet of landscape buffer. No trees shall be planted within the north landscape buffer adjacent to the courtyard (spacing requirements will be modified as depicted on the Landscape Plan).
- B. A waiver from Section 45- 32(E)7 of the Village Code of Ordinances to provide a total of seventy- eight (78) parking spaces where one hundred and fifty (150) parking spaces are required.
- C. A waiver from Section 45- 36(D) of the Village Code of Ordinances to provide for a wall eight (8) feet in height adjacent to the outdoor courtyard. The Code limits the height of walls and fences to six (6) feet.
- D. A waiver from Section 45- 32(D) of the Village Code of Ordinances to allow for a front setback of ten (10) feet for placement of the commercial outparcel building. The Code requires a front setback of fifty (50) feet.

## WAIVERS

The applicant is requesting a waiver to Sec. 6-115.2(c) of the Village Code, to permit an accessory wall sign on the north façade fronting a private driveway and sidewalk. The proposed sign, as previously mentioned, is measured at 8.7 square-feet, and designed to be consistent with the restaurant’s theme and color palette. It should be noted that the applicant is unable to obtain signage on the existing monument sign, therefore this request is a result of that hardship and will allow the restaurant appropriate signage along US HWY 1, and is in conformance with maximum sign area requirements set forth in the Village Code.

**A. The extent to which the alternate standard proposed by the applicant differs from the code's standard that would be waived.**

Signage – The applicant is proposing a small 8.7 square-foot wall sign on the north façade, consistent with the primary wall signage and the buildings architecture. The north façade provides direct access to the restaurant, however, it does not front a public street which is in conflict with Sec. 6-115.C(2)(c).

**B. Whether the granting of the waiver will lead to innovative design in which other minimum standards are exceeded.**

Signage – Granting of this waiver will not lead to alterations of other elements of the site.

**C. Whether the request clearly demonstrates the public benefits to be derived.**

Signage – The building's location along US-1 complemented with its shallow setback creates a necessity for additional signage to alert drivers of the restaurant's entrance. The signage proposed on the north façade is minimal, calculated at 8.7 square-feet. It should be noted that the applicant is unable to present signage on the existing monument sign, thus creating a hardship.

**D. Whether the request furthers the goals of the village master plan, and exemplifies the architectural, building, and site design techniques desired within the Village's Appearance Plan.**

Signage – Although the requested accessory sign is minimal in size, the design is harmonious with the building and accents the north façade in an appropriate manner.

**E. Any unusual circumstances regarding the property or immediate area, including the location of power lines, specimen trees, or shade trees.**

Signage – There are no unusual circumstances affecting the signage request.

**F. The effect of approving or denying the waiver on the development project and on the surrounding area.**

Signage – Approval of this request will not have any significant impact on the surrounding area and will provide appropriate signage on the north façade. Given the inability to utilize the existing monument sign for tenant signage, approval of this request will allow DeSano Pizzeria to display (2) total signs as opposed to only one, consistent with surrounding commercial businesses.

**G. Consistency with the comprehensive plan.**

Although there are limited objectives, goals, and policies directly applicable to this request; the requested waiver and the site in its entirety are consistent with the applicable provisions set forth in the comprehensive plan and does not create conflict with any provisions.

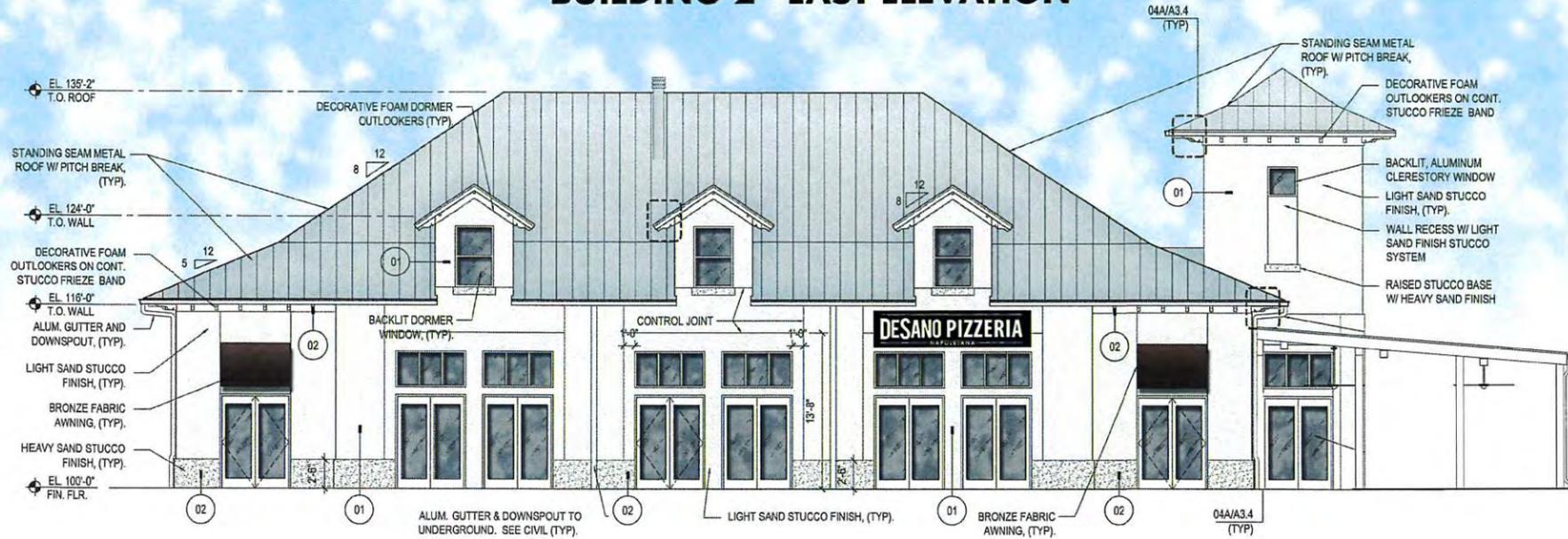
**H. How the proposed waiver provides a public benefit.**

Signage – The building’s location along US-1 complemented with its shallow setback creates a necessity for additional signage. Driver’s traveling southbound on US-1 will not be within reasonable view of the building’s primary sign on the east façade due to the current setback of the building. The signage proposed on the north façade is minimal, calculated at 8.7 square-feet. It should be noted that the applicant is unable to present signage on the existing monument sign, thus creating a hardship.

**CONCLUSION**

On behalf of the applicant, we look forward to working with staff to address any comments that may arise as a result of this request.

## BUILDING 2 - EAST ELEVATION



## SECONDARY WALL SIGN

3'4" X 3'4"

SIGN AREA: 8.7 SF

MAXIMUM PERMITTED SIGN AREA = 20 SF

20% OF PRIMARY SIGN AREA

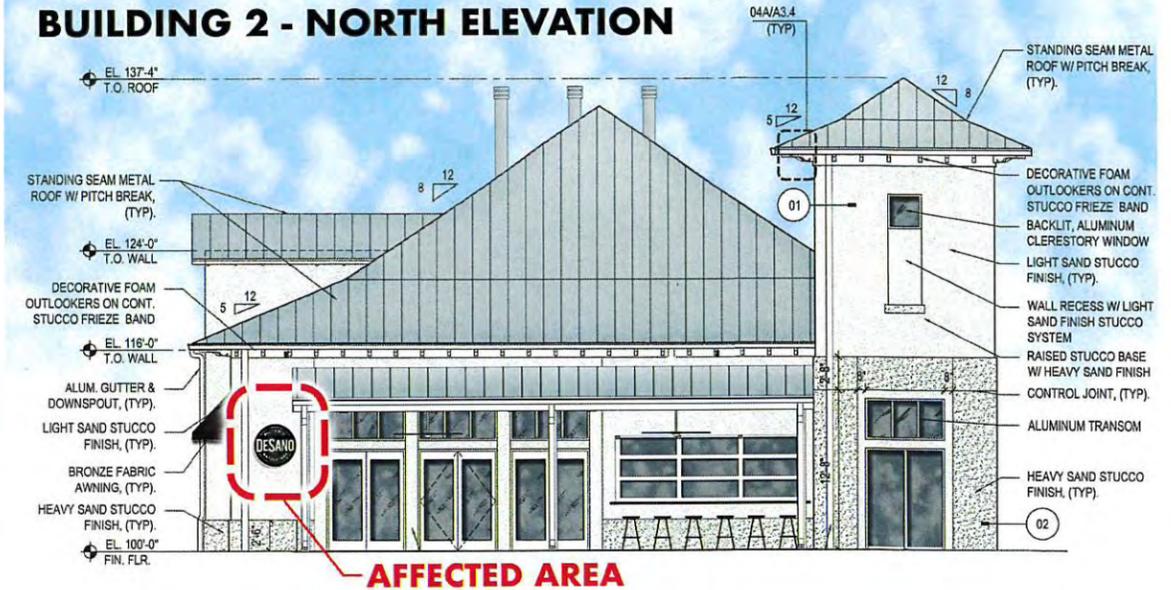
FACADE AREA = 800 SF

TOP OF SIGN TO GRADE = 9'0"

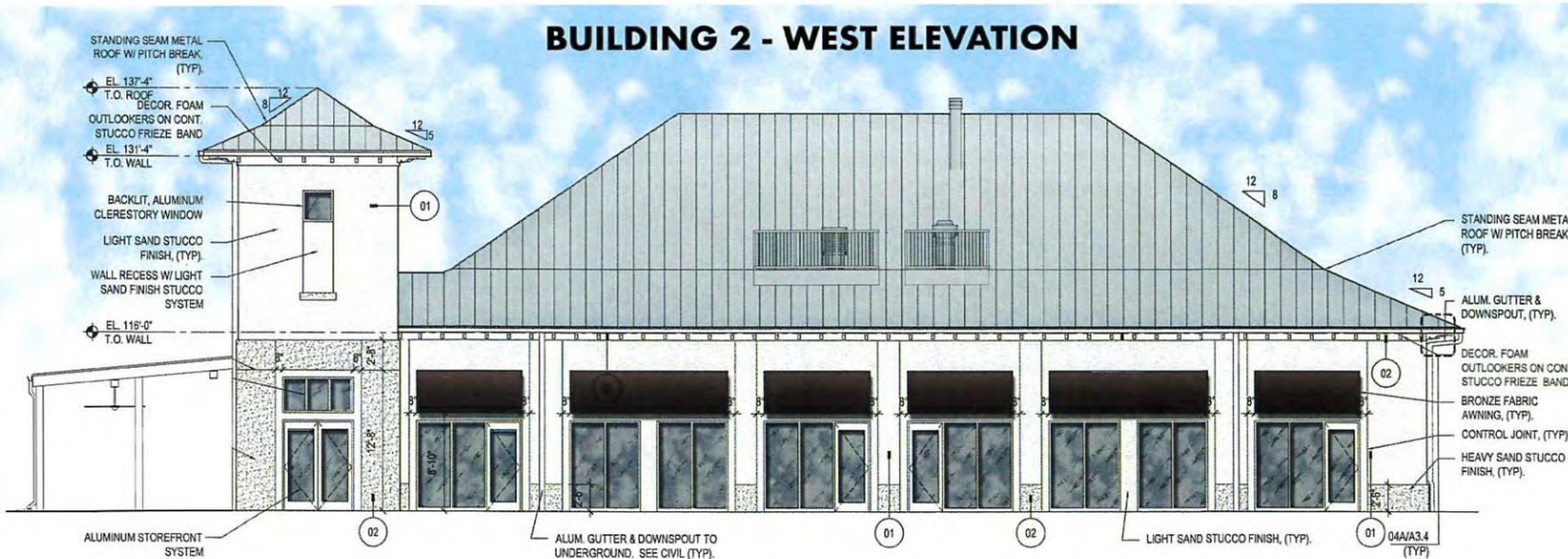
INTERNALLY LIT ALUMINUM CABINET WITH ACRYLIC LETTERING FIXED TO WALL SURFACE, NOT TO EXCEED 8-INCH PROJECTION



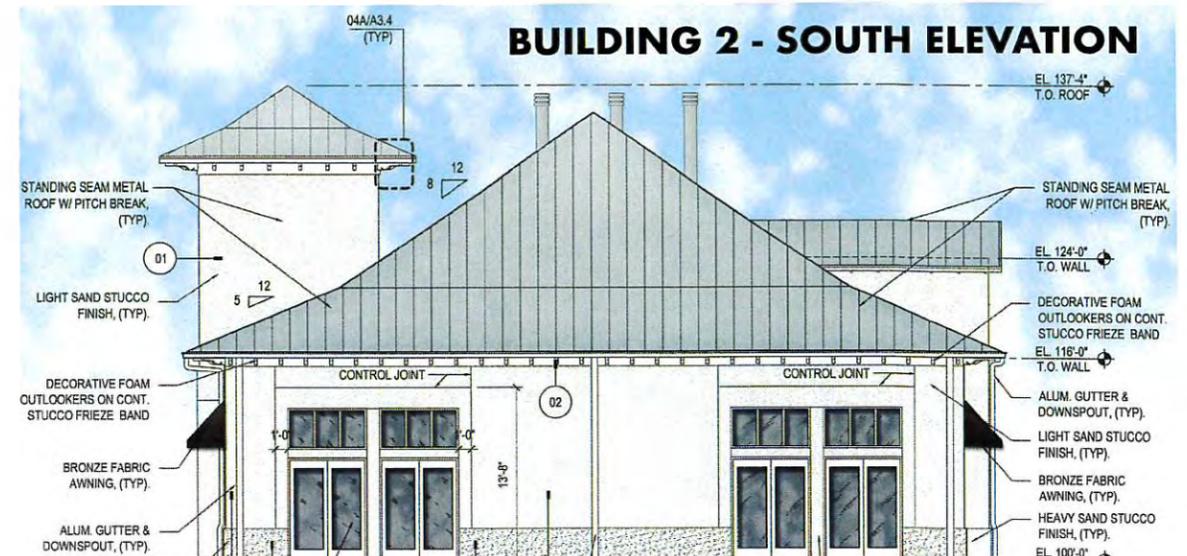
## BUILDING 2 - NORTH ELEVATION



## BUILDING 2 - WEST ELEVATION



## BUILDING 2 - SOUTH ELEVATION





Agent Authorization Form

I hereby give AUTHORIZATION to Cotleur & Hearing to act on my behalf, to submit or have submitted this application and all required material and documents, and to attend and represent me at all meetings and public hearings pertaining to the application(s) indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions, which may arise as part of the approval of this application for the proposed use of

Applicant Information

Signature [Signature] Print Name Scott DeSano  
Address 635 US Hwy 1 City NPB State FL Zip 33408

Agent Information:

Signature [Signature] Print Name Zachary Ciciera  
Address 1934 Commerce Lane Suite 1 City Jupiter State FL Zip 33458

Notary Public Information:

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of August 2023 by Scott DeSano Name of person acknowledging. He or she is personally known to me, or who has produced \_\_\_\_\_ as identification (type of identification and did or did not take an oath (circle correct response).

Signature of Notary Public [Signature] Print Name Dawn Marie Thrasher  
Notary Public State of Florida County of Palm Beach  
Commission Number HH270418 Commission Expires 09/18/2026

Notary Seal or Stamp



Village of North Palm Beach  
Community Development Department

**Owner's Authorization:** Each petition must bear the signatures of all owners of property in the petitioned area. A letter of authorization allowing a person other than the owner to sign or represent such a petition must be attached to and accompany said petition.

Signature of Owner(s) of Record *DB* Print Name Douglas Brawn

Signature of Applicant or Agent *Zachary Cicera* Print Name ZACHARY CICERA

Sworn to and subscribed before me this 16<sup>th</sup> day of August 2023

by Douglas Brawn who is personally known to me, or who has

produced FL D/L as identification.

Signature of Notary Public *DMT* Print Name Dawn Marie Thrasher

Notary Public State of Florida County of Palm Beach

Commission Number HH270418 Commission Expires 09/18/2026

Notary Seal



(Print, Type, or Stamp Commissioned Name of Notary Public)

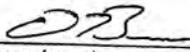


## Financial Responsibility Form

The owner understands that all Village-incurred professional fees and expenses associated with the processing of this application request are ultimately the responsibility of the owner. A security deposit shall be deposited in an interest-bearing account with any accrued interest to be retained by the Village of North Palm Beach.

The owner and/or designee shall be invoiced on a monthly basis for professional fees such as, but not limited to, consultant engineering services, legal services, advertising costs, and/or any other costs attributable to the processing of the permit for which the Village incurred during the previous month. The owner and/or designee shall reimburse the Village within thirty (30) days from date of invoice. If payment is not received, the Village may utilize the security deposit for re-imbusement purposes. All activities related to the pending permit(s) will cease until any outstanding invoices are paid.

The owner/designee further understands that transfer of this responsibility shall require a completed form, signed and notarized by the responsible party, and delivered to the Community Development Department if the name and/or address of the responsible party changes at anytime during the application review process.

  
Owner signature

08/16/2023  
Date

Douglas Brawn  
Owner printed name

68434216340020000  
Property Control Number

DESIGNEE/BILL TO:  
DeSano - North Palm Beach, LLC  
PO Box 921144  
Norcross, GA 30010

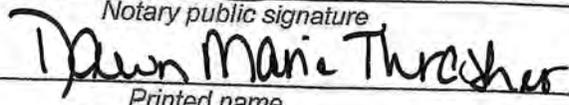
  
Designee Acceptance Signature

### NOTARY ACKNOWLEDGEMENT

STATE OF Florida

COUNTY OF Palm Beach

I hereby certify that the foregoing instrument was acknowledged before me this 16<sup>th</sup> day of August, 2023 by Douglas Brawn. He or she is personally known to me or has produced  as identification.

  
Notary public signature  
Dawn Marie Thresher  
Printed name

State of Florida at-large

My Commission expires: 09/18/2026



**VILLAGE OF NORTH PALM BEACH  
OFFICE OF THE VILLAGE CLERK**

---

TO: Honorable Mayor and Council  
THRU: Chuck Huff, Village Manager  
FROM: Jessica Green, Village Clerk  
DATE: February 8, 2024  
SUBJECT: **RESOLUTION** – Appointing one resident member to the Audit Committee.

---

In accordance with Chapter 2, Article 1 of the Village Code of Ordinances, the Village Council may appoint citizens as members of its Boards to serve at the pleasure of the Council.

Presently, there is one vacant position on the Audit Committee due to the resignation of Suzanne Mehregan. The opening has been advertised on the Village’s website and Facebook page and in the newsletter. The Village Clerk’s Office received one (1) application for the vacant position:

Darryl Aubrey

The *Application for Appointment* form is attached for Council consideration.

The applicant was contacted for an interview with the Council during Item 6A, Statements from the Public. Selection of the new member will be by a motion to approve or deny appointment of the applicant when the Resolution comes up for consideration under *Other Village Business Matters*. The appointed member will serve the remainder of the three-year term which expires on April 30, 2025.

The attached resolution has been prepared/reviewed by the Village Attorney for legal sufficiency.

**There is no fiscal impact.**

**Recommendation:**

**Village Staff requests Council consideration and approval of a proposed Resolution appointing one resident member to the vacant position on the Audit Committee to serve the remainder of the three-year term expiring on April 30, 2025 in accordance with Village policies and procedures.**

## RESOLUTION 2024-\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPOINTING A RESIDENT MEMBER TO THE AUDIT COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Chapter 2, Article I of the Village Code of Ordinances, the Village Council may appoint residents of the Village as members of Village advisory boards to serve at the pleasure of the Village Council, subject to the terms and conditions set forth therein; and

WHEREAS, the Village Council wishes to appoint one resident member to serve on the Audit Committee to fill a vacant position.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, as follows:

Section 1. The following person is hereby appointed to the Audit Committee as indicated herein:

AUDIT COMMITTEE

\_\_\_\_\_  
April 30, 2025

Section 2. The Village Clerk is hereby directed to send a conformed copy of this Resolution to the member appointed above.

Section 3. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS 8<sup>TH</sup> DAY OF FEBRUARY, 2024.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Green Jessica](#)  
**Subject:** Online Form Submittal: Board Application Form  
**Date:** Thursday, January 25, 2024 10:37:12 AM

---

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## Board Application Form

### Step 1

---

#### Personal Information

---

Please Note [Application for Appointment \(PDF\)](#)

---

Date 1/25/2024

---

First Name Darryl

---

Last Name Aubrey

---

Home Address 1100 Marine Way West

---

Address2 Unit ATH

---

City North Palm Beacu

---

State Florida

---

Zip 33408

---

Primary Phone Number 5616700396

---

Email Address DCAUBREY@outlook.com

---

Village of NPB Resident Yes

---

Residency Year-Round Resident

---

Length of residency in NPB 22 years

---

Registered Voter Yes

---

#### Personal Information

---

Board and Committee [Summary of Board and Committee requirements and duties](#)

## Information

Board or Committee	Audit Committee
Alternate Board or Committee	<i>Field not completed.</i>
Why are you interested in serving on this Board?	I have followed and been interested in Village finances for many years.
Volunteer experience	17 years on Village council and 20 years in key roles i the Palm Beach Sail & Power Squadron
Do you currently serve on a Village Board?	No
Financial Disclosure	<a href="#">Form 1</a>
Ethics Training	<a href="#">PBC Commission on Ethics</a>

## Board/Committee Information

### Education and Professional Experience

Occupation	Retired Exxon Executive, University Professor, and IBM Executive
Resume Attached?	No
Business Address	<i>Field not completed.</i>
Business Phone Number	<i>Field not completed.</i>
Business Email	<i>Field not completed.</i>
Education and/or Experience	BS in Chemical Engineering, MBA degree and Doctorate in Management Systems
Areas of Special Interest or Additional Information	Financial analysis

### Education and Professional Experience

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**VILLAGE OF NORTH PALM BEACH  
OFFICE OF THE VILLAGE CLERK**

---

TO: Honorable Mayor and Council  
THRU: Chuck Huff, Village Manager  
FROM: Jessica Green, Village Clerk  
DATE: February 8, 2024  
SUBJECT: **RESOLUTION** – Appointing two resident members to the Waterways Advisory Board.

---

In accordance with Chapter 2, Article 1 of the Village Code of Ordinances, the Village Council may appoint citizens as members of its Boards to serve at the pleasure of the Council.

Presently, there are two vacant positions on the Waterways Board due to the resignation of Bill Hipple and the removal of Ed Preti for having three (3) absences. The openings have been advertised on the Village’s website and Facebook page, as well as in the newsletter. The Village Clerk’s Office received three (3) applications for the vacant positions:

Edward Crawford  
Chris Marchesani  
Diane Wimbrow

The *Applications for Appointment* forms are attached for Council consideration.

The applicants were contacted for an interview with the Council during Item 6A, Statements from the Public. Selection of the new members will be conducted by ballot when the resolution comes up for consideration under *Other Village Business Matters*. One appointed member will serve the remainder of Bill Hipple’s three-year term which expires on April 30, 2025. The other appointed member will serve the remainder of Ed Preti’s three-year term which expires on April 30, 2024.

The attached resolution has been prepared/reviewed by the Village Attorney for legal sufficiency.

**There is no fiscal impact.**

**Recommendation:**

**Village Staff requests Council consideration and approval of a proposed Resolution appointing two resident members to the vacant positions on the Waterways Advisory Board to serve the remainder of a three-year term expiring on April 30, 2025 and another for the remainder of a three-year term expiring on April 30, 2024 in accordance with Village policies and procedures.**

# RESOLUTION 2024-\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPOINTING RESIDENT MEMBERS TO THE WATERWAYS ADVISORY BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Chapter 2, Article I of the Village Code of Ordinances, the Village Council may appoint residents of the Village as members of Village advisory boards to serve at the pleasure of the Village Council, subject to the terms and conditions set forth therein; and

WHEREAS, the Village Council wishes to appoint two resident members to serve on the Waterways Advisory Board to fill vacant positions.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, as follows:

Section 1. The following persons are hereby appointed to the Waterways Advisory Board as indicated herein:

## WATERWAYS ADVISORY BOARD

\_\_\_\_\_

April 30, 2024

\_\_\_\_\_

April 30, 2025

Section 2. The Village Clerk is hereby directed to send a conformed copy of this Resolution to the member appointed above.

Section 3. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS 8<sup>TH</sup> DAY OF FEBRUARY, 2024.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Green Jessica](#)  
**Subject:** Online Form Submittal: Board Application Form  
**Date:** Wednesday, January 3, 2024 7:49:10 PM

---

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## Board Application Form

### Step 1

---

#### Personal Information

---

Please Note [Application for Appointment \(PDF\)](#)

---

Date 1/3/2024

---

First Name Chris

---

Last Name Marchesani

---

Home Address 736 Jacana Way

---

Address2 *Field not completed.*

---

City North Palm Beach

---

State Florida

---

Zip 33408

---

Primary Phone Number 5612529666

---

Email Address chrism@markeemarine.com

---

Village of NPB Resident Yes

---

Residency Year-Round Resident

---

Length of residency in NPB 25 years

---

Registered Voter Yes

---

#### Personal Information

---

Board and Committee [Summary of Board and Committee requirements and duties](#)

## Information

Board or Committee	Waterways Board
Alternate Board or Committee	Business Advisory Board
Why are you interested in serving on this Board?	To help maintain, preserve and enhance our waterways for all to enjoy. I've lived in North Palm Beach almost my entire life and have grown up on the water. I currently own a Yacht Management company servicing North Palm Beach and the surrounding areas. I would like to use my expertise in the boating and marine industry to help this board keep our waterways safe, clean and ready for all to enjoy.
Volunteer experience	<i>Field not completed.</i>
Do you currently serve on a Village Board?	No
Financial Disclosure	<a href="#">Form 1</a>
Ethics Training	<a href="#">PBC Commission on Ethics</a>

## Board/Committee Information

### Education and Professional Experience

Occupation	Small Business Owner and Sportfishing Captain
Resume Attached?	No
Business Address	4900 Dyer Blvd Unit B West Palm Beach, FL 33407
Business Phone Number	5612529666
Business Email	chrism@markeemarine.com
Education and/or Experience	OUPV 6 Pack Captains License with 9 years experience AA Degree from the University of Central Florida Small Business Owner for 8 years

Areas of Special Interest or Additional Information *Field not completed.*

## Education and Professional Experience

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THE VILLAGE OF  
**North Palm Beach**  
 Office of the Village Clerk  
 501 U.S. HIGHWAY ONE • NORTH PALM BEACH, FLORIDA 33408-4906 • 561-841-3355 • FAX 561-881-7484  
[www.village-npb.org](http://www.village-npb.org) • [npbclerk@village-npb.org](mailto:npbclerk@village-npb.org)

Village Clerk

Village Clerk

JAN 19 2024

Received

Received

**APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE**

NAME Edward Crawford HOME PHONE 561.762.4525

ADDRESS 506 Kingfish Rd

OCCUPATION FL Insurance Agent A057198 BUSINESS PHONE 561 762 4525

BUSINESS ADDRESS See above

E-MAIL ADDRESS (optional) edward224@gmail.com

Resume attached? (optional) Yes  No  Brief Description of Education/Experience FL Property +

Casualty Ins. Agent since 1982. Recreational boater

since childhood. NPB resident since 1988. Married

1 child and 1 grandson. Ramp sticker since 2000.

Are you a registered voter? Yes  No  Do you live here year-round  or seasonally?  6-9

How long have you lived in North Palm Beach? 35+ years; Oct 1988.

Please list any current or prior experience as a volunteer on a board, committee, association, etc. \_\_\_\_\_

Kiwanis Club of Palm Beach Charitable Foundation, Inc.

Since 2004.

Do you currently serve on a Village Board? Yes  No  If yes, which one? \_\_\_\_\_

Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- Audit Committee
- Business Advisory Board
- Environmental Committee
- Golf Advisory Board
- Infrastructure Surtax Oversight Committee
- Library Advisory Board

- General Employees Pension Board \*
- Police and Fire Pension Board \*
- Planning Commission \*
- Recreation Advisory Board
- Waterways Board

\* Pension Board members and Planning Commission members must file a limited Financial Disclosure Statement within 30 days of appointment and annually thereafter. Contact the Clerk's Office for more information.

Applicants for Golf Advisory Board, please check if you are a: Golf Member  MGA Member  WGA Member

Why are you interested in serving on this board? The Village waterways are very important, proper management is required.

Signature Edward Crawford Date Jan. 18, 2024.

ALL MEMBERS OF VILLAGE ADVISORY BOARDS ARE REQUIRED TO COMPLETE ETHICS TRAINING BY READING THE PALM BEACH COUNTY CODE OF ETHICS AND VIEWING THE ETHICS TRAINING VIDEO.

Please Note: by Florida law, this document is a public record. If you do not want your email address released in response to a public-records request, do not include your email address. If your home address and phone number are exempt under Florida Statutes, please advise the Clerk's office when submitting this form.

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Green Jessica](#)  
**Subject:** Online Form Submittal: Board Application Form  
**Date:** Wednesday, January 31, 2024 10:59:33 AM

---

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## Board Application Form

### Step 1

---

#### Personal Information

---

Please Note [Application for Appointment \(PDF\)](#)

---

Date 1/31/2024

---

First Name Diane

---

Last Name Wimbrow

---

Home Address 11395 Twelve Oaks Way

---

Address2 *Field not completed.*

---

City North Palm Beach

---

State Florida

---

Zip 33408

---

Primary Phone Number 5613298201

---

Email Address dianewimbrow@gmail.com

---

Village of NPB Resident Yes

---

Residency Year-Round Resident

---

Length of residency in NPB 3 Years

---

Registered Voter Yes

---

#### Personal Information

---

Board and Committee [Summary of Board and Committee requirements and duties](#)

## Information

Board or Committee	Waterways Board
Alternate Board or Committee	<i>Field not completed.</i>
Why are you interested in serving on this Board?	My husband and I are lifelong Floridians and avid boaters. I am interested in preserving the beauty of our waterways and maintaining the quality of life her in North Palm Beach.
Volunteer experience	Board member, Twelve oaks Condo Association former zoning Board member Palm Beach Shores former board member Holy Ground PBC
Do you currently serve on a Village Board?	No
Financial Disclosure	<a href="#">Form 1</a>
Ethics Training	<a href="#">PBC Commission on Ethics</a>

## Board/Committee Information

### Education and Professional Experience

Occupation	Realtor
Resume Attached?	No
Business Address	North Palm Beach, FL
Business Phone Number	561-329-8201
Business Email	diane.wimbrow@exprealty.com
Education and/or Experience	Graduate of University of Florida, BSBA in Finance, Certified Financial Planner (CFP)
Areas of Special Interest or Additional Information	Waterways and habitat preservation

## Education and Professional Experience

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