

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

Agenda Item #: 3-A-5

AGENDA ITEM SUMMARY

Meeting Date: 2/6/07

[X] Consent [] Regular
[] Workshop [] Public Hearing

Department: Administration

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: The First Amendment to the contract dated February 1, 2005 (R2005-0172) with J. Gordon Routley relating to the implementation of a voluntary Countywide Fire Rescue Level of Service and Common Dispatch System. This First Amendment extends the agreement until October 31, 2009, revises the scope of work, and increases the total contract not-to-exceed amount by \$16,320 to a total of \$50,160 (\$42,160 for fees and \$8,000 for expenses).

Summary: In 2005, Mr. J. Gordon Routley's consulting/professional services contract provided assistance to the Fire Rescue Level of Service Committee. The scope of services in the original contract included providing assistance in developing a voluntary countywide level of service and common dispatch system. The Fire Rescue Level of Service Committee has made significant progress but has not completed these tasks. The Fire Rescue Level of Service Committee is recommending his contract be extended until October 31, 2009 to coincide with the October, 2009 implementation date of the final level of service standards. Countywide (SB)

Background and Justification: Over the past two years, the Fire Rescue Level of Service Committee has been utilizing the services of J. Gordon Routley to assist the Level of Service Committee and local jurisdictions in developing alternative deployment strategies for meeting the voluntary uniform level of service standards as well as researching communications standards and methodologies. As the Level of Service Committee continues to work toward implementing the level of service standards, they would like J. Gordon Routley's assistance in reviewing providers' response time data and in researching data methodologies/formats for the collection of response time information from providers. Providers will also be offered J. Gordon Routley's guidance in enhancing their systems to meet the requirements of the new voluntary standards. The Level of Service Committee also would like Mr. Routley's assistance in developing a financial incentive package relating to participation in the voluntary common dispatch system.

Attachments:

1. Amendment No. 1 to contract
2. Original Contract (R2005-0172)

Recommended by: _____

Department Director

Date

Approved By: _____

County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2007 | 2008 | 2009 | 2010 | 2011 |
|-------------------------|-----------------|------|------|------|------|
| Capital Expenditures | | | | | |
| Operating Costs | <u>\$16,320</u> | | | | |
| External Revenues | | | | | |
| Program Income (County) | | | | | |
| In-Kind Match (County) | | | | | |
| NET FISCAL IMPACT | <u>\$16,320</u> | | | | |

ADDITIONAL FTE

POSITIONS (Cumulative) _____

Is Item Included In Current Budget? Yes X No

Budget Account No.:

General Fund - 0001 Dept 760 Unit 7601 Object 3101

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

The original fiscal impact showed \$8,800 to be incurred in the Fire Rescue MSTU. Since the scope of the contract has been amended to eliminate the tasks which were covered by this funding source, the entire contract will be incurred in the General Fund. To date, Mr. Routley has been paid \$16,632.76 from this contract.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Budget and/or Contract Development and Control Comments:

Elizabeth Glaser 1/30/07 Dr. S. Probst 1/31/07
OFMB/Budget Contract Development and Control

B. Legal Sufficiency:

Tom Burton 2/1/07
Assistant County Attorney

↓ waiting on
insurance certificate
as of 7/1/07

At the time of CAC's
review, the Amendment
was not executed.

C. Other Department Review:

Department Director

**FIRST AMENDMENT TO THE CONTRACT FOR CONSULTING/PROFESSIONAL
SERVICES
BY AND BETWEEN PALM BEACH COUNTY, FLORIDA
AND J. GORDON ROUTLEY (R2005-0172)**

THIS FIRST AMENDMENT, dated _____, to the Contract of February 1, 2005, (R2005-0172) by and between Palm Beach County, a Political Subdivision of the State of Florida, hereinafter referred to as "COUNTY," and J. Gordon Routley, a sole proprietorship authorized to do business in the State of Florida, and which is located in Champlain, New York, hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, the parties have previously entered into that certain Contract for Consulting/Professional Services, dated February 1, 2005 (hereinafter referred to as the "CONTRACT") under which the CONSULTANT is to provide professional/consultation services in the area of fire, emergency medical services and emergency communications; and

WHEREAS, the original term of said CONTRACT was February 1, 2005 to February 1, 2007; and

WHEREAS, the parties desire to extend the CONTRACT until October 31, 2009; and

WHEREAS, the parties desire to further amend the CONTRACT to modify the scope of work and payment provisions.

NOW, THEREFORE, in consideration of the mutual covenants and agreement expressed herein, the COUNTY and the CONSULTANT agree as follows:

1. This FIRST AMENDMENT shall take effect on February 1, 2007.

2. Article 2 ("TERM") of the CONTRACT is hereby amended to read as follows:

"The CONSULTANT shall commence services on February 1, 2005 and complete all services by October 31, 2009."

3. Section A of Article 3 ("PAYMENTS TO CONSULTANT") of the CONTRACT is hereby amended to read as follows:

"A. The total amount to be paid by the COUNTY under the CONTRACT and the FIRST AMENDMENT for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Fifty Thousand One Hundred Sixty Dollars (\$50,160) (\$42,160 for fees and \$8,000 for expenses). This not-to-exceed amount represents \$25,040 for the original Scope of Work attached as Exhibit "A" to the CONTRACT, as revised by the FIRST AMENDMENT, plus \$25,120 for the Additional Scope of Work attached as Exhibit "1" to the FIRST AMENDMENT. The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis for hours worked and services rendered toward the completion of the Scope of Work and the Additional Scope of Work."

4. The "SCOPE OF WORK" attached as Exhibit "A" to the CONTRACT is hereby amended to delete the task labeled "Documentation Review", including the 80 hours and \$8,800 allocated for this task. In accordance with this revision, the Scope of Work is further amended to reflect the "Total Fees" to be 174 hours and \$21,040; and to revise the references to "Total Contract" amount to reflect a not-to-exceed amount of \$25,040 for this original Scope of Work.

5. The "SCOPE OF WORK" attached as Exhibit "A" to the CONTRACT, as revised by this FIRST AMENDMENT, is hereby supplemented by the "ADDITIONAL SCOPE OF WORK" attached as Exhibit 1 to this FIRST AMENDMENT and incorporated herein. The tasks, hours, fees and expenses listed on this Additional Scope of Work shall supplement and be in addition to the tasks, hours, fees and expenses listed on the original Scope of Work attached as Exhibit "A" to the CONTRACT, as revised by this FIRST AMENDMENT.
6. All other provisions of the CONTRACT are hereby confirmed, and except as provided for herein are not otherwise altered or amended and shall remain in full force and effect. This FIRST AMENDMENT shall not take effect unless and until executed by the CONSULTANT and the COUNTY.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this FIRST AMENDMENT on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

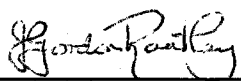
By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

WITNESS:

CONSULTANT:

Signature

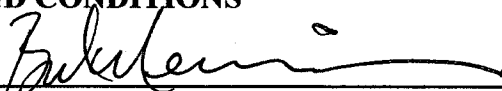


J. Gordon Routley

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By 
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By 

“EXHIBIT 1”

ADDITIONAL SCOPE OF WORK

Supplemental tasks/hours expected to be completed during the contract period February 2007 to October 2009.

| Task | Hours | Rate | Total |
|---|--------------|-------------|------------------|
| Consulting, Research & Analysis Services: | | | |
| Develop optional financial packages that will provide incentives to jurisdictions based on their level of participation as a component of a voluntary countywide dispatch system. Analyze any advantage that a stand-alone system can contribute to a countywide dispatch system. | 40 | 110 | 4,400 |
| Validate response time data of various providers to ensure accuracy/consistency of information with adopted LOS Committee policies | 32 | 110 | 3,520 |
| Produce a written report that explains fractal performance for the layperson, a comparison of fractal and average response time performance, the benefits and disadvantages of fractal reporting, and national trends in performance reporting. | 12 | 110 | 1,320 |
| Sub-Total of Additional Consulting Services: | 84 | | \$ 9,240 |
| Facilitation Services: | | | |
| Assist Communication Sub-Committee in coming to consensus on response time methodologies such as fractal performance, multiple response time standards (i.e., urban, suburban, rural), and data collection methods. | 24 | 135 | 3,240 |
| Provide on-site consultation for up to 8 fire dispatch facilities to assist in complying with voluntary communication standards and reporting requirements adopted by the LOS Committee | 64 | 135 | 8,640 |
| Sub-Total of Additional Facilitation Services: | 88 | | \$ 11,880 |
| TOTAL FEES: | 172 | | \$ 21,120 |
| Plus Expenses: \$800 X 5 trips | | | 4,000 |
| TOTAL AUTHORIZATION FOR ADDITIONAL TASKS | | | \$ 25,120 |
| | | | |

12/9/04

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____ day of FEB 01 2005, 2005, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and **J. GORDON ROUTLEY**, a sole proprietorship authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of fire, emergency medical services and emergency communications, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be:

Brad Merriman, Assistant County Administrator, telephone no. 561-355-4019.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be:

Gordon Routley, Consultant, telephone no. 514-428-1685.

ARTICLE 2 - TERM

The CONSULTANT shall commence services on FEBRUARY 1, 2005 and complete all services by FEBRUARY 1, 2007.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Thirty-three Thousand Eight Hundred Forty Dollars (\$33,840.00). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis for hours worked and services rendered toward the completion of the Scope of Work.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed Four Thousand Dollars (\$4,000.00), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit "A". All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any other expenses such as per diem, mileage, meals, or lodging expenses shall be the responsibility of the Consultant.

- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

All of the services required hereunder shall be performed solely by CONSULTANT personally and to the highest professional standards in the field. CONSULTANT shall not use any subcontractor to perform the services required hereunder. While on COUNTY premises, CONSULTANT shall comply with all COUNTY requirements governing conduct, safety and security.

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ARTICLE 7 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 8 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 9 - INSURANCE

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.
- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- E. **Professional Liability** (Not Applicable)
- F. **Additional Insured** CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

- G. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 25, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.
- I. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- J. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 10 - INDEMNIFICATION

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

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ARTICLE 12 - REMEDIES

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

ARTICLE 13 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 14 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 15 - ARREARS

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

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ARTICLE 16 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 17 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 18 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 19 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

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ARTICLE 20 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 21 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 22 - SEVERABILITY

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

ARTICLE 23 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 24 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

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ARTICLE 25 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Brad Merriman, Assistant County Administrator
Palm Beach County Administrator's Office
301 North Olive Avenue
West Palm Beach, FL 33401

With copy to:

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

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

J. Gordon Routley, Principal Consultant
P.O. Box 3311
Champlain, NY 12919

ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 24, Modifications of Work.

ARTICLE 27 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Res. R-2003-1274. The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST: SHARON R. BOCK
CLERK AND COMPTROLLER

By: [Signature]
Deputy Clerk

WITNESS:

Signature

Name (type or print)

Signature
Typed Name

Name (type or print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Department Director

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: [Signature]
TONY MASILOTTI
CHAIRMAN
CONSULTANT:

R2005-0172

FEB 01 2005

[Signature]
Signature

J. Gordon Routley

PROPRIETOR
Title

SCOPE OF WORK

Exhibit "A"

Consultant will assist the Fire-Rescue Level of Service Committee, and six sub-committees in developing policies/procedures and an implementation plan for a County-wide Common Dispatch System and Minimum Level of Service. The consultant may also assist in the analysis of response time data and development of a response time level of service standard. Tasks will include facilitating sub-committee discussions and bringing issues to group consensus; drafting policies and procedures; analyzing emergency incident data; and identifying implementation plans for joint projects such as traffic pre-emption and Automatic Vehicle Locators.

Specific Tasks and Projected Costs:

(Contract shall be for a "not to exceed" amount of \$33,840 for services rendered, including \$4,000 for expenses, unless otherwise amended by the Board of County Commissioners. Hours allocated below for individual tasks are for planning purposes only, and may be redistributed as needed, with the approval of both parties.)

| Task | Hours | Rate | Total |
|--|------------|------|-----------------|
| Consulting, Research & Analysis Services: | | | |
| Develop dispatch policies and procedures for synchronizing clocks, capturing PSAP time, etc. | 6 | 110 | 660 |
| Identify technology issues and make recommendations | 12 | 110 | 1320 |
| Explore joint enhancements such as traffic pre-emption, AVL's, MDT's, and resource deployment software, including possible grant funding opportunities | 24 | 110 | 2640 |
| Develop policies and procedures for capturing response time data in a uniform manner | 6 | 110 | 660 |
| Identify technology issues and make recommendations | 6 | 110 | 660 |
| Analyze response time data of various providers and assist committee in recommending a standard | 24 | 110 | 2640 |
| Draft sub-committee reports for consideration by the LOS Committee | 20 | 110 | 2200 |
| Sub-Total for Consulting, Research & Analysis Services: | 98 | | 10,780 |
| Facilitation Services: | | | |
| Assist Communication Sub-Committee in coming to consensus on # of Dispatch Centers, clustering and redundant systems | 36 | 135 | 4860 |
| Assist Response Performance Sub-Committee in coming to consensus on response time methodologies such as fractal performance, separate urban/rural standards, benchmarking, future outcome measures, etc. | 20 | 135 | 2700 |
| Review action plans, partnering arrangements and compliance reports submitted by providers to determine equivalencies for meeting minimum LOS. | 20 | 135 | 2700 |
| Sub-Total for Facilitation Services: | 76 | | 10,260 |
| Documentation Review: | | | |
| Assist the Palm Beach County Fire-Rescue Department by reviewing/editing the Self Assessment Manual prepared by County Fire-Rescue staff in order to apply for Accreditation from the Commission on Fire Accreditation International by August 2005. | 80 | 110 | 8,800 |
| Sub-Total for CFAI Documentation Review: | 80 | | 8,800 |
| TOTAL FEES: | 254 | | \$29,840 |
| Plus Expenses: \$800 X 5 trips | | | 4,000 |
| TOTAL CONTRACT | | | \$33,840 |

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