

3H-4

Agenda Item #:

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: December 18, 2007

☒ **Consent** ☐ **Regular**
☐ **Ordinance** ☐ **Public Hearing**

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an agreement with Medics Emergency Services of Palm Beach County, Inc. (Medics) allowing for interoperable communications through the countywide and EMS common groups of the County's 800 MHz Radio System.

Summary: This agreement provides the conditions under which Medics can program into its radios and utilize the countywide and EMS common talk groups for certain types of inter-agency communications. The County's system will not be utilized for routine operational communications by Medics. The terms of the agreement are standard and have been offered to all EMS providers. This agreement also contains state approved standard operating procedures specific to the use of the EMS common talk groups. There are no charges associated with this agreement. Medics is required to pay all costs associated with subscriber units and to comply with the established operating procedures for the System. The term of the agreement is for three (3) years with three (3) - three (3) year renewals or as long as Medics possesses a valid certificate of need within Palm Beach County; whichever comes first. The Agreement may be terminated by either party, with or without cause. **(FDO Admin) Countywide (JM)**

Background and Justification: This Agreement provides interoperability via use of the countywide and EMS common talk groups, which is the lowest level of interoperability approved by the Communications Systems and Operations Policy Advisory Committee. Medics will only be able to access the common talk groups for specified types of communications and will conduct routine operational communications on its own radio system. As such there is no capacity impact to the County and hence no charges associated with this Agreement.

Attachments:
Agreement

Recommended by:

Anthony Wolf
Department Director

11/20/07
Date

Approved by:

[Signature]
County Administrator

12/18/07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>-0-</u>	<u>-0 -</u>	<u>-0 -</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Is Item Included in Current Budget? Yes No
 Budget Account No: Fund Dept Unit Object Reporting Category

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

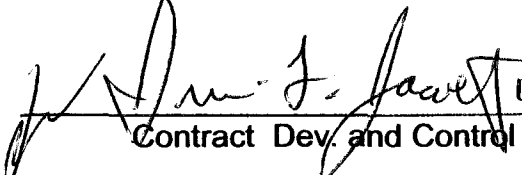
There is no fiscal impact associated with this item.

C. Departmental Fiscal Review:

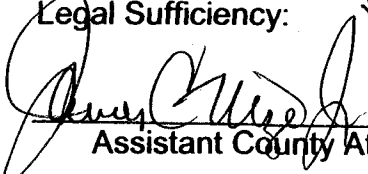
III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Development & Control Comments:

 11.29.07
 OFMB

 11.30/07
 Contract Dev. and Control

B. Legal Sufficiency:

 12/3/07
 Assistant County Attorney

11/29/07

This Contract complies with our
contract review requirements.

C. Other Department Review:

N/A

AGREEMENT

THIS AGREEMENT is made and entered into _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County") and Medics Emergency Services of Palm Beach County, Inc., a corporation licensed to do business in the State of Florida ("Agency"), with a federal employer identification number of 65-0333938.

WITNESSETH

WHEREAS, the County is continually identifying more effective service delivery methods which result in enhanced public safety services to the residents of Palm Beach County; and

WHEREAS, the County has purchased, designed, installed, and operates an 800 MHz Trunked Radio System which meets the needs of the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, Palm Beach County Emergency Medical Services, and various Palm Beach County general government agencies; and

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

WHEREAS, it has been determined mutually beneficial to all Parties to execute this Agreement which sets forth the parameters under which the Agency can access the Emergency Medical Services (EMS) and the Common Talk Groups established on the County's Radio System to receive the public safety benefit of interoperability with County agencies and other municipalities; and

WHEREAS, the Palm Beach County Public Safety Department/Emergency Management Division has requested that the Agency be granted limited access to the County's Radio System in order to enhance communication and coordination efforts between medical response personnel and hospitals, and

NOW THEREFORE, in conjunction with the mutual covenants, promises and representations contained herein, the parties hereto agree as follows.

SECTION 1: PURPOSE

1.01 The purpose of this Agreement is to set forth the parameters under which the County will provide access to the EMS and Common Talk Groups established on the County System specifically to provide interoperable communications among public safety agencies capable of accessing this feature of the County System. This Agreement also identifies the conditions of use and the ability of the Agency to participate in the operational decisions relating to the use of the EMS and Common Talk Groups.

1.02 Definitions

1.021 Common Talk Groups: Talk groups established on the County's communications system that are made available to County Agencies, municipalities and other non-County agencies for interoperable communications between agencies for the purpose of providing mutual assistance and planning and executing of on-scene operations.

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EMS Patient Carrier
Non-Governmental Agency Standard Form - 10/23/07

ATTACHMENT # 1

- 1.022 County Talk-Groups: Talk groups established on the County's communication system that are made available to county agencies providing for inter-departmental communications. These talk groups are reserved for particular departments/agencies and only available to outside departments by separate agreements.
- 1.023 EMS Talk Groups: Talk groups established on the County's communications system that are made available for emergency service personnel to communicate with hospitals in and around Palm Beach County.
- 1.024 Agency Equipment: Also know as "agency radios", are Agency owned 800 MHz handheld and mobile radios and control stations that have the ability to be programmed and used on the County's 800 MHz Trunked Radio System.
- 1.025 Microwave System: A communications system utilizing frequencies in the microwave range to route audio and control signals between sites in a multi-site communications system.
- 1.026 Prime Site: The location of the COUNTY's SmartZone™ Controller.
- 1.027 Radio Alias: The unique name assigned to an operators radio that displays on the dispatchers console when a radio transmits.
- 1.028 SmartZone Controller: The SmartZone Controller is the central computer that controls the operation of the County's 800 MHz Trunked Radio System. The SmartZone Controller manages access to system features, functions, and talk-groups.
- 1.029 System: The 800 MHz Trunked Radio System funded, purchased, installed, maintained and owned by the County. The system includes fixed transmitting and receiving equipment, a microwave system for communications between sites, system control and management equipment, dispatch consoles, a SmartZone controller located at the prime site, and other related equipment.
- 1.029 System Administrator: An employee within the County's Communication Division of the Department of Facilities Development & Operations Department responsible for day to day administration and management of the System and the County's designated contact person pursuant to various sections of this agreement.

SECTION 2: ADMINISTRATION OF THE COUNTY'S 800 MHz SYSTEM AND USE PROCEDURES

- 2.01 The Palm Beach County Communications Division is charged with responsibility for administering the System. Within the Communications Division a position with the title of 800 MHz System Administrator will be the Agency's day to day contact and can be reached at 561-233-0837. The Communications Division is staffed from 8:00am to 5:00pm, Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Dispatch Center on 561-712-6428 and the appropriate contact will be made.
- 2.02 The Network Administration Plan, Attachment 2, identifies the general procedures for the management of the system and procedures for input through the user committees into operating

procedure development. The plan establishes the County-Wide Radio Steering Committee (CRSSC) who is responsible for overseeing and implementing the policies and procedures for the County's 800 MHz Trunked Radio System.

- 2.03 The Agency shall follow all policies and standard operating procedures in place at the time of this Agreement and those developed pursuant to Attachment 1 and issued to the Agency by the System Administrator. The Agency agrees to comply with any enforcement actions required by these policies and procedures for mis-use or abuse of the County System. The Agency acknowledges and agrees that failure of the Agency or individual radio user to comply with the requirements of this Agreement may result in the termination of this Agreement or the individual radio being disabled.

SECTION 3: 800 MHz AND MICROWAVE SYSTEM

- 3.01 The County 800 MHz Trunked Radio System and Microwave System consists of ten (10) 800 MHz transmit and receive sites with co-located microwave equipment and three (3) microwave only sites that provide network connectivity as well as the ability to interconnect with co-located County owned dispatch equipment.
- 3.02 The County 800 MHz Trunked Radio System and Microwave System provides seamless County-Wide portable and mobile radio coverage for the EMS and the Common Talk Groups. The radio coverage for the EMS and the Common Talk Groups is identical to that of other County Talk Groups that reside on the County 800 MHz Trunked Radio System.

SECTION 4: AGENCY EQUIPMENT AND RESPONSIBILITIES

- 4.01 The Agency's equipment will be 800 MHz mobile, portable, and control station equipment programmed to be used on the County's 800 MHz Trunked Radio System. The equipment used will be compatible with Motorola 800 MHz SmartNet and/or SmartZone communication systems. The Agency will be required to keep its equipment in proper operating condition and the Agency is responsible for maintenance of their radio equipment.
- 4.02 The Agency will only program the EMS and the Common Talk Groups and the individual unit ID numbers assigned by the System Administrator as part of this Agreement. The use of other talk groups authorized by the County or authorized by another Agency will be addressed by a separate agreement. The Agency will **not** program into its radios operational talk groups of other agencies without a letter of authorization or a signed agreement from that agency.
- 4.03 The Agency shall provide the County with a list of persons/positions which are authorized to request activating/deactivating existing units or new units. No programming will be undertaken by the Agency until requested and approved in writing by the System Administrator.
- 4.04 The Agency shall receive certain access codes to the County's System and shall be responsible to safe guard the code information from release to unauthorized parties and such codes shall be treated as confidential information. Service staff directly employed by the Agency shall be considered authorized to receive access and programming codes for the maintenance of the Agency's radio equipment. The Agency shall immediately notify the System Administrator of any Agency employee with access to the programming codes who has been terminated from Agency employment or leaves the employment of the Agency. Such notification shall include the

stated reason for employment separation and any other information the Agency believes necessary to safeguard the codes. The County reserves the right to request and additional information regarding the separation and the Agency is obligated to provide same upon request.

- 4.05 Commercial maintenance service providers, other than the Agency's own employees, are **not** considered authorized to receive access or programming codes for the County system. If the Agency does not have employees capable of programming Agency Equipment or prefers to have others program Agency Equipment, it may request that the Palm Beach County Sheriff's Office, Palm Beach County Communications or Palm Beach County Fire Rescue program Agency Equipment under the terms of a separate agreement.
- 4.06 The Agency is solely responsible for the performance and the operation of Agency equipment and any damages or liability resulting from the use thereof. Should the County identify malfunctioning Agency owned equipment, the County will request the Agency to discontinue use of the specific device until repairs are completed. The County may, at its discretion, disable the equipment from the system after properly notifying the Agency in writing if the device is causing interference to the system.
- 4.07 In the case of stolen or lost equipment, the contact person identified in Section 4.04 will notify the System Administrator by e-mail or fax authorizing the System Administrator to disable the equipment. The authorization shall provide the County issued individual unit ID number and the serial number of the radio. The System Administrator will advise back via e-mail when the radio has been disabled. A request by the Agency to re-activate a disabled radio will also be required in writing by e-mail or fax to the System Administrator.

SECTION 5 SUBSCRIBER UNIT INFORMATION TO BE PROVIDED BY AGENCY

- 5.01 The Agency will be required to provide to the County an initial inventory of the radios that are proposed to be programmed for use of the Common Talk Groups. The Agency will provide the following information to the County:

1. Radio manufacturer and model numbers
2. Radio serial numbers
3. Requested Aliases to be programmed.

The System Administrator will then compile this information and transmit back to the Agency a matrix of the County-Wide talk groups, aliases, and radio ID numbers prior to the Agency's radios being activated on the County's 800 MHz system. The Agency is responsible for adhering to the Talk-Group and Radio ID allocations assigned by the System Administrator.

SECTION 6: COUNTY RESPONSIBILITIES

- 6.01 The County shall be responsible for the maintenance and operation of the County Radio System.
- 6.02 The County shall be responsible for all permitting, licensing, and fees associated with the operation of the County Radio System.
- 6.03 The County shall maintain the coverage within the County boundaries as described in the County's contract with Motorola R98-2006D throughout the term of this Agreement except for times of

scheduled preventative maintenance, where it will be required to disable portions of the network for a pre-determined length of time or during times of system failures. The Agency shall be notified of scheduled preventive maintenance pursuant to Attachment 2.

SECTION 7: UTILIZATION OF EMS AND COMMON TALK GROUPS

7.01 The EMS Talk Groups were implemented specifically for emergency medical communications between the emergency providers and hospitals in and around Palm Beach County. The usage of the talk groups are defined below.

7.011 Scenario of Usage

1. A field unit requiring communication with a hospital will request communication with a hospital through the Palm Beach County EMS Dispatch Center on one of the MED Control Talk Groups.
2. The EMS Dispatch Center will approve the request and authorize the field unit to switch to the appropriate Hospital Talk Group. The field unit will hail the target hospital by voice or by utilizing the pre-programmed Call-Alert function.
3. At the conclusion of the communication, the Field Unit will advise the Dispatch Center that they have cleared communications with the target hospital on one of the MED Control Talk Groups.

7.02 The Common Talk Groups were implemented specifically for inter-agency communication among multiple agencies, regardless of their specific discipline or affiliation. They were also created to allow communications between agencies without requiring cross-programming operational talk groups in each agencies radios. Proper usage of the Common Talk Groups are defined below.

7.021 Scenario of usage:

1. A unit requesting to coordinate a multi-jurisdictional operation or call for mutual assistance, places a call on the Call Talk Group for the appropriate discipline (ie. Law Enforcement, Fire Rescue, or Local Government) to the dispatch center of the required agency(ies).
2. The responding dispatch center assigns one of the Common Talk Groups to the requesting unit and contacts its agency's unit(s) and request the user switch to the corresponding talk group.
3. The participating units would communicate on the Common Talk Group(s) and upon completion of the operation, the talk-group is cleared of all radio traffic and put back into the pool for other agencies.

7.022 Examples of approved usage for Common Talk Group are following:

1. Working talk group for multiple agencies fighting a fire together.

2. Coordination during a police chase through multiple jurisdictions.
3. Coordination during disaster recovery.
4. Coordination for a special event which requires participation of multiple agencies and disciplines. (i.e.. undercover operations, investigations, perimeter communications, fire ground coordination, etc.)
5. Coordination of scene security and establishment of landing zone for aircraft.

7.03 The Common Talk Groups shall not be used for every-day routine communications.

7.031 Examples of improper use are the following:

1. As an extra talk group for agencies that have cross programming agreements and duplicate talk groups programmed into their radios.
2. To provide an extra working talk-group for a single agency supporting a special event or operation. (i.e.. undercover operations, investigations, perimeter communications, fire ground coordination, etc.)
3. As an additional dispatch, administrative, or car-to car talk-group for use by a single agency.

SECTION 8: INDEMNIFICATION AND LIABILITY

The Agency agrees to protect, defend reimburse, indemnify and hold County, its agents, employees and elected officials and each of them (hereinafter collectively and for the purposes of this paragraph, referred to as "County"), free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney's fees at trial and appellate levels) and causes of action of every kind and character against, or in which County is named or joined, of any damage to property or the environment, economic losses, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring an interest hereunder, and any third party or other party whomsoever, or any governmental agency, arising out of or in incident to or in connection with Agency's performance under this Agreement, the condition of the property, Agency's acts or omissions or operations hereunder, or the performance, non-performance or purported performance of the Agency of any breach of the terms of this Agreement; provided however, that Agency shall not be responsible to County for damages resulting out of bodily injury or damages to property which Agency can establish as being attributable to the negligence of the County.

Agency further agrees to hold harmless and indemnify County for fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from Contractor's activities pursuant to this Agreement, whether or not Agency was negligent or even knowledgeable of any events precipitating a claim or arising as a result of any situation involving Agency's activities.

Agency shall indemnify, defend and save County harmless from and against any and all claims, actions, damages, liability and expense in connection with: (i) loss of life, personal injury and/or damage to or destruction of property arising from or out of any use or lack thereof, of the County's System; (ii) use by Agency, or (iii) any act or omission of Agency, its agents, contractors, employees or invitees. In case County shall be made a party to any litigation commenced against the Agency or by Agency against any third party, then Agency shall protect and hold harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof.

The terms and conditions of this Interoperability Agreement incorporate all the rights, responsibilities, and obligations of the parties to each other. The remedies provided herein are exclusive. The Agency waives all remedies, including, but not limited to, consequential and incidental damages. The County agrees to use its best reasonable efforts to provide the Agency with full use of the Common Talk Groups but makes no guarantee as to the continual, uninterrupted use of the radio communication system, or its fitness for the communication needs of the Agency.

The County makes no representations about the design or capabilities of the County System. The Agency has decided to enter into this Agreement and use the County's system on the basis of having interoperability with the County and/or other municipalities during times of mutual aid and/or joint operations.

The System is designed to assist qualified law enforcement, fire, and other emergency service professionals. It is not intended to be a substitute for the exercise of judgement or supervision of these professionals. The parties acknowledge that the responsibility for providing law enforcement, fire, or other emergency services rests with the Agency which is providing such service and not with the other party to this Agreement.

SECTION 9: INSURANCE

The Agency shall at its sole expense, maintain in effect at all times during the performance of work hereunder insurance coverage with limits not less than those set forth below and with insurers and under forms of policies acceptable to the County. Prior to the execution of this Agreement, Agency shall deliver to County Certificates of Insurance, evidencing that such policies are in full force and effect. Such Certificates shall adhere to the conditions set forth below.

- 9.01 During the term of this Agreement, Agency shall maintain Workers Compensation Insurance and Employers Liability insurance in accordance with Chapter 440 Florida Statutes and applicable Federal Acts. This coverage shall be provided on a primary basis. If any work is subcontracted, Agency shall require all subcontractors to similarly comply with this requirement unless such subcontractors employees are covered by the Agency's Workers Compensation Insurance policy.
- 9.02 Agency shall purchase and maintain during the term of this Agreement, Commercial General Liability insurance (required coverages, premises/operations, independent contractors, products/completed operations, contractual liability, broad form liability, X-C-U coverages, if applicable) in an amount no less than \$1,000,000 per occurrence.
- 9.03 Should any of the work hereunder involve water craft owned or operated by Agency or any

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subcontractor, such shall be insured under the Commercial General Liability policy, or by other such liability insurance such as Protection and Indemnity in an amount no less than \$5,000,000 per occurrence.

- 9.04 Should any of the work hereunder involve aircraft (fixed wing or helicopter) owned or operated by Agency or any subcontractor, Agency shall procure and maintain Aircraft Liability insurance in the amount of \$5,000,000 per occurrence bodily injury (including passengers) and property damage.
- 9.05 Agency shall purchase and maintain during the term of this Agreement, Business Automobile Liability insurance covering on all owned, non-owned and hired automobiles with all of the limits, terms and conditions with a combined single limit bodily injury and property damage in an amount no less than \$1,000,000 per occurrence.
- 9.06 The requirements contained herein as to types and limits, as well as County's approval of insurance coverage to be maintained by Agency are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Agency under this Agreement.
- 9.07 The County shall be named as an Additional Insured on each liability insurance policy required, except for Workers Compensation and Business Auto Liability. The additional insured endorsements shall provide coverage on a primary basis. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees and Agents, c/o Communications Division, 3323 Belvedere Rd, Building 506 West Palm Beach, FL 33406. All involved policies must be endorsed so that thirty (30) days notification of cancellation and any material change(s) in coverage shall be provided to the Board of County Commissioners of Palm Beach County.
- 9.08 The Certificates of Insurance must provide clear evidence that Agency's Insurance Policies contain the minimum limits of coverage and special provisions prescribed in this Section, in accordance with all of the limits, terms and conditions set forth above and shall remain in force during the entire term of this Agreement.
- 9.09 In the event that the insurance certificates provided hereunder indicates that the insurance shall terminate and lapse during the period of this Agreement then, in that event, the Agency shall furnish, at least thirty (30) days prior to the expiration of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and any extension thereunder is in effect. Agency shall not use the County's Radio System unless all required insurance remains in effect. County may terminate the Agency's use of the County's Radio System until coverage is reinstated.

The Agency shall deliver the original of the initial Certificates of Insurance and 5 copies to:

Palm Beach County Electronic Services Division
2601 Vista Parkway
West Palm Beach, FL 33411-5610

Notices, in original and 5 copies, of cancellation, terminations and alterations of such policies shall be delivered to:

Palm Beach County Electronic Services Division

2601 Vista Parkway
West Palm Beach, FL 33411-5610

SECTION 10: OWNERSHIP OF ASSETS

All assets maintained under Section 4 of this Agreement will remain assets of the Agency at all times. All other assets involved in the 800 MHz Trunked Radio System and Microwave Systems will remain the County's.

SECTION 11: TERM OF AGREEMENT

The initial term of this Agreement is for three (3) years or until such time that Agency no longer possesses a valid certificate of need to provide service in Palm Beach County; whichever comes first. The Agreement may be renewed for three (3) year terms thereafter. At least eight months prior to the expiration of this Agreement's term, the Agency shall provide the County with a request to renew this Agreement. Such Renewal Amendment will require approval of both parties and the County may not unreasonably withhold its approval of the Renewal Amendment.

SECTION 12: AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended from time to time by written amendment by all parties.

SECTION 13: TERMINATION

This Agreement can be terminated by either party, with or without cause. Upon request of termination by the Agency, the System Administrator will proceed to disable the Agency's radios from the County's System. It will be the responsibility of the Agency to reprogram the Agency's radios removing the County's System information from the radios. The Agency will complete reprogramming the Agency's radios within 30 days of the date of termination.

SECTION 14: NOTICES

Any notice given pursuant to the terms of this Agreement shall be in writing and done by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5603

With a copy to:

800 MHz System Administrator
2601 Vista Parkway
West Palm Beach, FL 33411-5610

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

As to the Agency:

Tony Swicer, Business Manager
Medics Ambulance Service
378 SW 12th Avenue
Deerfield Beach, FL 33442

SECTION 15: APPLICABLE LAW/ENFORCEMENT COSTS

This agreement shall be governed by the laws of the State of Florida.

SECTION 16: FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

SECTION 17: ENTIRE AGREEMENT

This Agreement and any Attachments attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between the County and Agency concerning access to the Common Talk Groups, All representations, either oral or written, shall be deemed to be merged into this Agreement, except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon County or Agency unless reduced to writing and signed by them.

SECTION 18: DELEGATION OF DUTY

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

SECTION 19: ASSIGNMENT

Agency may not assign, mortgage, pledge, or encumber this Agreement in whole or in part, without prior written consent of County, which may be granted or withheld at the County's absolute discretion. This provision shall be construed to include a prohibition against an assignment, mortgage, pledge, encumbrance or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

SECTION 20: ANNUAL BUDGETARY FUNDING/CANCELLATION

This Agreement and all obligations of County hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners.

SECTION 21: SEVERABILITY

If any term of the Agreement or the application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, or the application of such term to persons or circumstances other than those as to

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which it is valid or unenforceable, shall not be affected thereby, and each term of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 22: WAIVER OF JURY TRIAL

The parties hereto waive trial by jury in connection with proceedings or counter claims, brought by either of the parties against each other, in connection with this Agreement.

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

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Assistant County Attorney

By: Anthony Wolf
Dir. Facilities Dev & Ops *MSD*

ATTEST:

MEDICS EMERGENCY SERVICES OF PALM
BEACH COUNTY, INC.

By: Tony Swicer
Witness

By: Andrew Cohen
Andrew Cohen, Vice President

By: Tony Swicer
Witness - Printed Name

Attachment 1

PALM BEACH COUNTY
800 MHz RADIO COMMUNICATIONS SYSTEM
POLICIES AND PROCEDURES

June 2002

<u>Policy / Procedure Title</u>		<u>Last Revision Date</u>
1.	Countywide Use of 800 MHz System (O.P. # I-01)	Oct. 1, 2001
2.	Countywide Use of 800 MHz System Talk Groups (O.P. # I-04)	Oct. 1, 2001
3.	Monitoring and Evaluation of 800 MHz System Talk Groups (O.P. # I-05)	Oct. 1, 2001
4.	800 MHz Emergency Medical Communications (O.P. # I-06)	Oct. 1, 2001
5.	Reporting of Problems and Modifications of the 800 MHz System (O.P. # I-07)	Oct. 1, 2001
6.	Countywide Use of 800 MHz System During Times of Catastrophic Failure, which result in non-trunking "conventional" operation (O.P. # I-10)	Oct. 1, 2001
7.	Network Maintenance and Administration Plan	Jun. 6, 2002

Attachment 2

PALM BEACH COUNTY 800 MHz TRUNKED RADIO COMMUNICATIONS NETWORK NETWORK ADMINISTRATION PLAN

Version #3

NETWORK ADMINISTRATION:

Introduction:

In July 1999 the Communications System Operations Policy and Administration Committee (CSOPAC) was formed and the first meeting was held October 4, 1999. This committee was formed to develop policies for maintenance, administration, and funding for the Countywide 800 Mhz Communications Network. The CSOPAC will sunset after two years with the October 2001 meeting and shall transfer its oversight responsibilities to a Countywide Radio System Steering Committee (CRSSC) to be established. This committee shall address the higher level issues of funding, recommendations for changes to the system or to the operating policies, and to resolve conflicts that may arise over the life of the system. User Committees shall also be established to represent the interests of the three disciplines utilizing the system: Law Enforcement, Fire & Rescue, and Public Works.

Purpose:

The purpose of this document is to establish the Countywide Radio System Steering Committee (CRSSC) and the User Committees and the membership and establish the procedures for creating by-laws. The document shall further establish the relationships between the committees and the System Administrator and the System Managers of the users agencies. The committees and the management positions and their responsibilities were initially established as part of the Memorandum of Understanding Between the Palm Beach County Sheriff's Office and Palm Beach County for the Management, Operation, and Maintenance of the 800 Mhz Trunking System signed December 2, 1999.

THE COMMITTEES:

Countywide Radio System Steering Committee:

The Countywide Radio System Steering Committee shall be responsible for oversight and implementation of the policies and procedures established by the CSOPAC. The committee shall also establishing new policies or procedures or modify the existing policies and procedures as required to adapt to new operating conditions or to address problems. The committee shall also review and approve or deny recommended changes to the maintenance, management, or operational of the network.

The CRSSC shall meet on an as needed basis to resolve issues or review specific recommendations. The chairperson of the CRSSC shall receive issues or recommendations from the chairperson of the User Committees or the System Administrator and shall call meetings as required. The by-laws for the committee shall be established by the membership as the first order of business after the committee is established.

The System Administrator shall act as the chairperson for the CRSSC until the committee by-laws are complete and the first election is scheduled. The chairperson shall be elected from the membership thereafter.

User Committees

In addition to the CRSSC, three User Committees shall be established to represent the participating law enforcement, fire-rescue, and public works agencies. These committees shall be made up of technical or operations representatives from each of the disciplines participating on the network. These committees shall serve to direct technical and operational concerns from dispatch and field operations to the User Committee chairperson whom shall in turn route these issues to the System Administrator for action. All the policy or procedure problems, issues, or recommendations of the User Committees shall be directed to the System Administrator to minimize CRSSC involvement and the approvals required to obtain action on a problem (note that the problems referenced here are not system failures or other situations that require immediate attention. Trouble reporting procedures are established in the Maintenance and Administration Plan). Issues or recommendations which conflict with the policies established for the network, the practices of the System Administrator, or with the operational requirements of the other user agencies, shall be forwarded to the CRSSC for resolution.

The chairperson of the User Committees shall be the System Managers appointed to oversee the network operations for the law enforcement, fire-rescue, and public works agencies of the County until the committee by-laws are complete and the first election is scheduled. The chairperson shall be elected from the membership thereafter. By-laws for the committees shall be established by the committee members as the first order of business after the committee is established.

The User Committees shall meet quarterly or more frequently as requested by the chairperson to address urgent issues.

THE ADMINISTRATORS AND MANAGERS:

System Administrator

A System Administrator position shall be established within the Palm Beach County Communications Division to administer the day-to-day operations and maintenance of the communications network. The System Administrator shall be responsible to implement the policies and procedures established for network operations. The System Administrator shall be responsible for the day-to-day network operations, network maintenance, data maintenance, budgeting, and related activities required to maintain the proper operation of the system. The System Administrator shall keep the user agencies informed of the status of the network, changes to the network or the network programming, feature capabilities or new feature offerings, and other issues related to system operation as may arise during the life of the network.

System Managers

A System Manager shall be identified by each organization participating on the network. The System Manager for the law enforcement, fire-rescue, or public works agencies of the County shall represent their respective organization in all committee meetings and activities and shall be authorized to make decisions about the agency's participation in the countywide communications network. Municipalities and other non-County agencies participating on the network shall also identify system managers to represent their interests. A representative for each User Committee for each discipline they have active on the system is recommended but not necessary.

MEMBERSHIP AND MAKEUP OF THE COMMITTEES

Countywide Radio System Steering Committee Membership

The membership of the CRSSC shall consist of the following:

Chairperson: The System Administrator until by-laws are complete and first the election is scheduled.

Members: The County Administrator or Designee
The Chairperson from the Law Enforcement User Committee
The Chairperson from the Fire-Rescue User Committee
The Chairperson from the Public Works User Committee
An Appointee from the South County Communications Cooperative
An Appointee from the City of West Palm Beach System User Group (non-voting)
The PBC Emergency Management Director or designee
An Appointee from the MPSCC (non-voting)
An Appointee from the Health Care District (non-voting)

User Committee

Users Committee membership shall be as given below:

Chairperson: System Manager from the County agency until the by-laws are complete and the first election is scheduled.

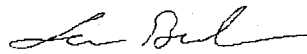
Members: System Managers from Participating Agencies (Only participating agencies shall be represented in the User Committees.)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 11/01/2007	
PRODUCER (561)392-8888 FAX (561)750-9134 Burke, Bogart & Brownell, Inc. 181 Crawford Blvd. Boca Raton, FL 33432		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Medics Emergency Services of Palm Beach County, Inc. P. O. Box 4595 Deerfield Beach, FL 33442		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Arch Insurance Company	
		INSURER B: Associated Industries Ins. Co.	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES
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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	MAPK06179202	04/25/2007	04/25/2008	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	MAPK06179202	04/25/2007	04/25/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				
	<input type="checkbox"/> ALL OWNED AUTOS				
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY	MAUM06179202	04/25/2007	04/25/2008	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 4,000,000
					\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	2007326456	03/23/2007	03/23/2008	WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
A	OTHER Comp & Collision	MAPK06179202	04/25/2007	04/25/2008	Deductible - \$2,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, Its Officers, Employees and Agents are additional insureds with respect to the General Liability policy

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Electronic Services Divisions 2601 Vista Parkway West Palm Beach, FL 33411-5610	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE Edward Burke/HMT 

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.