Agenda Item:

PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: September 1, 2009

Attachments:

[X] Consent [] Regular [] Ordinance

[] Public Hearing

3H-5

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an agreement with Atlantic/Palm Beach Ambulance d/b/a AMR allowing for interoperable communications through the countywide and EMS common talk groups of the County's 800 MHz Radio System.

Summary: This agreement provides the conditions under which AMR 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 AMR. 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. AMR 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 one (1) - three (3) year renewal or as long as AMR 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. (ESS) 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. AMR 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.

Agreement My WOLF **Recommended by:** Department Director Approved by: **Çounty Administrator**

11. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fis	scal Impact:				
Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	-0-			0-	-0-
Operating Costs		-0-	0-	0-	0-
External Revenues			0-	-0-	0-
Program Income (County)	-0-		0-	-0-	<u> </u>
In-Kind Match (County)			0-	0-	
NET FISCAL IMPACT	<u>-0-</u> KSee	<u>-0- نىمەلمەن</u>	-0-	-0-	-0-
# ADDITIONAL FTE					

POSITIONS (Cumulative)

Is Item Included in Current Budget? Yes X No____ Budget Account No: Fund _____ Department _____ Unit _____ Object **Reporting Category**

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

There is no fiscal impact associated with this item.

Departmental Fiscal Review: C.

III. REVIEW COMMENTS:

OFMB Fiscal and/or Contract Development & Control Comments: Α. NO FISCAL EMPACT

BUHC? OFMB 0N/13/09 1001

Legal Sufficiency: Β.

Assistant County Attorney

C. Other Department Review:

Contract Dev(. and

This Contract complies with our contract review requirements.

AGREEMENT

THIS AGREEMENT, made and entered into this ______ day of 2009, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County") and Atlantic/Palm Beach Ambulance d.b.s. AMR, a corporation licensed to do business in the State of Florida ("Agency"), a corporation licensed to do business in the State of Florida ("Agency"), with a federal tax id number of 33-0506808.

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 <u>Common Talk Groups</u>: 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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- 1.022 <u>County Talk-Groups:</u> 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 <u>EMS Talk Groups</u>: 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 <u>Agency Equipment</u>: 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 <u>Microwave System:</u> 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 <u>Prime Site:</u> The location of the COUNTY's SmartZone[™] Controller.
- 1.027 <u>Radio Alias:</u> The unique name assigned to an operators radio that displays on the dispatchers console when a radio transmits.
- 1.028 <u>SmartZone Controller:</u> 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 <u>System:</u> 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 <u>System Administrator</u>: 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 561-233-4417. 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 Fire Rescue Dispatch Center on 561-712-6550 and the appropriate contact will be made.
- 2.02 The Network Administration Plan, Attachment I, 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)

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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 II 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

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County reserves the right to request and additional information regarding the separation and the Agency is obligated to provide same upon request.

- Commercial maintenance service providers, other than the Agency's own employees, are not 4.05 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 it's 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

- The Agency will be required to provide to the County an initial inventory of the radios that are 5.01 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 t h e 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

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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 1.

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 requesting communication with a hospital will request communication with a hospital through the Palm Beach County EMS Dispatch Center on the MED Control Talk Group.
 - 2. The EMS Dispatch Center will assign the unused MED Talk Group and request the field unit switch to the appropriate MED Talk Group.
 - 3. The EMS Disptach Center will contact the hospital and perform a console patch between the Hospital Talk Group and the corresponding MED Talk Group uniting the field unit and the hospital. The units will commence communication with dispatch intervention.
 - 4. At the conclusion of the communication, the Dispatch Center will break the patch between the talk groups and return the MED Talk Group back to the pool for the other users.

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.

3.

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.

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.

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- 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.
 - 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.
 - 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.)

2.

3.

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 our 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, nonperformance 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.

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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,

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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.

- Should any of the work hereunder involve water craft owned or operated by Agency or any 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 and Security 2633 Vista Parkway West Palm Beach, FL 33411

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9.03

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

Palm Beach County Electronic Services and Security 2633 Vista Parkway West Palm Beach, FL 33411

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 one three (3) year term 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:

County Administrator 301 North Olive Avenue West Palm Beach, FL 33401

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

With a copy to:

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

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

As to the Agency:

Jamie Caldwell, Director of Operations AMR 1105 Barnett Drive, Suite D Lake Worth, FL 33461

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

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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 which it is valid or unenforceable, shall not be affected thereby, and each term of the Agreement shall be valid and enforceable to ths 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.

remainder of page intentionally left blank

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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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____

ATTEST:

By: Witness

By: BrookE D. Lipple. Witness - Printed Name

By: Witness

By: MUMANAL Fol Witness - Printed Name

By: John F. Koons, Chairman

APPROVED AS TO TERMS AND CONDITIONS

By: Dir.` Facilities Dev & O

ATLANTIC/PALM BEACH AMBULANCE

Bv: ighature Title:

By: Printed Name

CORPORATE SEAL

H:\Ndolan\Talk Group Agreements\amr tg agrmt.wpd

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Attachment 1

PALM BEACH COUNTY 800 MHz RADIO COMMUNICATIONS SYSTEM POLICIES AND PROCEDURES

June 2002

	Policy / Procedure Title	Last Revision Date
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

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PALM BEACH COUNTY

800 MHz System

em TALK - GROUP / UNIT ALLOCATION TABLE

Talk Group and Unit ID Ranges

	T	alk Group T	alk Group		Radio ID	Radio ID	
		Range	Range	Talk Group	Range	Range	Radio ID
Range		Start	End	Quantity Modulation	Start	End	Quantity
	1	800001	800507	253 Digital	700000	708127	8127
	2	800508	800511	2 Res. for Sys.	708128	708191	63
	3	800512	801535	512 Resd. Future	708192	724575	16383
	• 4	801536	802559	512 Analog	724576	740959	16383
	5	802560	804095	768 Analog	740960	765534	24574
			Total:	2048		Total:	65530 *

* system limitation UNITED AND OTHENT TALKORP TALKGRPAUBOTMENT TALK GRP MOD E ANT TO ACENOY PREFIX ALLOCATION STATEMET SIND ALLO MARCHON STAT END ANOUNCEMENT GROUPS Analog 50 801537 801635 N/A N/A N/A ANOUNCEMENT GROUPS Digital 7 800001 800013 N/A N/A N/A PALM BEACH COUNTY AGENCIES . Palm Beach County Sheriff's Office PBSO Analog 250 801637 802135 6000 724576 730575 Palm Beach County Sheriff's Office PBSO Digital 50 700999 800101 800199 1000 700000 Palm Beach County Fire-Rescue PBFR 120 802137 802375 Analog 3000 730576 733575 Palm Beach County EMS PBEMS Analog 50 802377 802475 1000 733576 734575 Palm Beach County Public Works PBPW 100 Analog 802477 802675 4500 734576 739075 Palm Beach County Public Works PBPW Digital 20 800293 800331 100 704024 704123 NORTH COUNTY GROUP Town of Juno Beach TJB 5 802677 802685 739076 739175 Analog 100 Town of Juno Beach TJB Digital 1 800015 800015 10 704124 704133 10 Town of Jupiter TJP 30 802687 802745 600 739775 Analog 739176 7 Town of Jupiter TJP Digital 2 800017 800019 704193 10 60 704134 2 Town of Jupiter Inlet Colony TJIC Analog 802747 802749 40 739776 739815 7 Town of Jupiter Inlet Colony TJIC Digital 1 800021 800021 4 704194 704196 10 20 Town of Lake Park TLP Analog 802751 802789 400 739816 740215 3,6 Town of Lake Park TLP 10 Digital 1 800023 800023 40 704197 704236 Village of North Palm Beach NPB 10 802791 7 Analog 802809 200 740216 740415 Village of North Palm Beach NPB Digital 1 800025 800025 20 704237 704256 10 PBG 60 City of Palm Beach Gardens Analog 802811 802929 1200 740416 741615 3.6 City of Palm Beach Gardens PBG 3 800027 800031 Digital 120 704257 204376 · 10 Village of Tequesta VOT 10 802931 802949 200 741616 741815 Analog 8 1 Village of Tequesta VOT Digital 800033 800033 20 704377 704396 10

PALM BEACH COUNTY

800 MHz System TALK -GROUP / UNIT ALLOCATION TABLE

	TALK GRP	MOD.	TALKGRP	TALK CRPA				LOTMENT	4.26.27
AGENCY	PREFIX	TYPE	ALLOCATION	START	end	ALLOCATION	START	END	NOTES
NORTH CENTRAL GROUP	· ·								
Town of Cloud Lake	TCL	Analog	2	802951	802953	40	741816	741855	
Town of Cloud Lake	TCL	Digital	1	800035	800035	4	704397	704400	10
City of Glen Ridge	CGR	Analog	2	802955	802957	40	741856	741895	5
City of Glen Ridge	CGR	Digital	1	800037	800037	4	704401	704404	10
Town of Mangonia Park	TMP	Analog	3		802963	60	741896		7
Town of Mangonia Park	TMP	Digital	1	800039	800039	6			10
Town of Palm Beach	TPB	Analog	25	802965	803013	500	741956	742455	3,6
Town of Palm Beach	TPB	Digital	1	800041	800041	50		704460	
City of Palm Beach Shores	PBS	Analog	3	803015	803019	60			
City of Palm Beach Shores	PBS	Digital	1	800043	800043	6		704466	
City of Riviera Beach	CRB	Analog	30		803079	600			
City of Riviera Beach	CRB	Digital	2	800045	800047	60		704526	
City of West Palm Beach	WPB	Analog	100	803081	803279	2010			
City of West Palm Beach	WPB	Digital	6	800049	800059	200	704527	704726	10
SOUTH CENTRAL GROUP									
City of Atlantis	COA	Analog	3	803281	803285	60		745185	
City of Atlantis	COA	Digital	1	800061	800061	6	704727	704732	10
City of Greenacres	CGA	Analog	7	803287	803299	140	745186	745325	7
City of Greenacres	CGA	Digital	1	800063	800063	14	704733	704746	10
Town of Haverhill	THH	Analog	2	803301	803303	40	745326		5
Town of Haverhill	THH	Digital	1	800065	800065	4	704747	704750	10
Town of Hypoluxo	THP	Analog	3	803305	803309	60	745366		5
Town of Hypoluxo	THP	Digital	1	800067	800067	6	704751	704756	10
Town of Lake Clarke Shores	TLCS	Analog	2	803311	803313	40	745426	745465	7
Town of Lake Clarke Shores	TLCS	Digital	1	800069	800069	4	704757	704761	10
City of Lake Worth	CLW	Analog	30	803315	803373	600	745466	746065	7
City of Lake Worth	CLW	Digital	2	800071	800073	60	704762	704821	10
Town of Lantana	TLA	Analog	5	803375	803383	100	746066	746165	2
Town of Lantana	TLA	Digital	1	800075	800075	10	704822	704831	10
Town of Manalapan	TMN	Analog	2	803385	803387	40	746166	746205	7
Town of Manalapan	TMN	Digital	1	800077	800077	4	704832	704835	10
Village of Palm Springs	VPS	Analog	6	803389	803399	120	746206	746325	2
Village of Palm Springs	VPS	Digital	1	800079	800079	12	704836	704847	10
Village of Royal Palm Beach	RPB	Analog	18	803401	803435	360	746326	746685	7
Village of Royal Palm Beach	RPB	Digital	· 1	800081	800081	36	704848	704833	10

PALM BEACH COUNTY

800 MHz System TALK -GROUP / UNIT ALLOCATION TABLE

	TALK GRP	MOD.	TALKERP	TALK GRPA	LOTMENT	UNITIO	UNIT ID AL	LOTMENT	Sec. Sec.
AGENCY	PREFIX	TYPE	ALLOCATION	START	END	ALLOCATION	START	END	NOTES
Town of South Palm Beach	SPB	Analog	2	803437	803439	40	746686	746725	7
Town of South Palm Beach	SPB	Digital	1	800083	800083	4	704884	704887	10
Village of Wellington	VOW	Analog	10	803441	803459	200	746726	746925	5
Village of Wellington	VOW	Digital	1	800085	800085	20	704888	704907	10
SOUTH COUNTY GROUP									
City of Boca Raton	CBR	Analog	40	803461	803539	800	746926	747725	3
City of Boca Raton	CBR	Analog				100	755816	755915	
City of Boca Raton	CBR	Digital	40	800365	800443	800	701000	701799	10
City of Boca Raton	CBR	Digital	-	-	. –	100	704982	705081	
City of Boynton Beach	CBB	Analog	26	803541	803591	520	747726	748245	3
City of Boynton Beach	CBB	Analog				100	755916	756015	
City of Boynton Beach	CBB	Digital	32	800445	800507	800	701800	702599	10
City of Boynton Beach	CBB	Digital	8	800347	800363				
Town of Briny Breezes	TBB	Analog		_		· · · · -	_	. —	4
City of Delray Beach	CDB	Analog	20	803593	803631	400	748246	748645	3,6
City of Delray Beach	CDB	Digital	46	·800201	800291	920	702600	703519	1
Village of Golf	VOG	Analog	2	803753	803755	40	749846	749885	5
Village of Golf	VOG	Digital	1	800087	800087	4	704908	704911	10
Town of Gulf Stream	TGS	Analog	2	803757	803759	40	749886	749925	2
Town of Guif Stream	TGS	Digital	1	800089	800089	4	704912	704915	10
Town of Highland Beach	THB	Analog	2	803761	803763	40	749926	749965	5
Town of Highland Beach	THB	Digital	1	800091	800091	4	704916	704919	10
Town of Ocean Ridge	TOR	Analog	5	803765	803773	100	749966	750065	7
Town of Ocean Ridge	TOR	Digital	1	800093	800093	10	704920	704929	10
WEST COUNTY GROUP									
City of Belle Glade	CBG	Analog	18	803775	803809	360	750066	750425	7
City of Belle Glade	CBG	Digital	1	800095	800095	36	704930	704965	10
City of Pahokee	СРК	Analog	4	803811	803817	80	750426	750505	7
City of Pahokee	СРК	Digital	1	800097	800097	8	704966	704973	10
City of South Bay	CSB	Analog	4	803819	803825	80	750506	750585	2
City of South Bay	CSB	Digital	1	800099	800099	8	704974	704981	10

800 MHz System TALK - GROUP / UNIT ALLOCATION TABLE

	TALK GRP	MOD.	TALK GRP	Sci-	TALK GRP A	LLOT	MENT	UNIT ID	UNIT ID AL	LOTMENT	
AGENCY								ALLOCATION			
FEDERAL, STATE, ADJACENT COUNT	IES, AND SC	HOOLBOAR	D			1					
Broward County	BROW	Analog	-		-	-		1000	750586	751585	8
Broward County (Additional)	BROW	Analog	-		-	-		1000	754816	755815	8
Fort Lauderdale	CFTL	Analog	-		-	-		20	751586	751605	8
Hendry County	HEND	Analog	-		-	-		480	751606	752085	8
State of Florida	STAT	Digital		7	800333		800345	500	703520	704019	10
PBC School Board	SCHL	Analog		11	803923		803943	230	752086	752315	
Martin County	MART	Analog	-		-	-		1000	752316	753315	8
Martin County (Additional)	MART	Analog	-		-	-		500	753816	754315	8
Federal Users	FEDS	Analog	-		-	-		500	753316	753815	8
Federal Users (Digital Assignment)	FEDS	Digital	-		-	-		250	705082	705331	8,11
Parkland/Coral Springs	PARKCS	Analog	-		-	-		500	754316	754815	8
St Lucie County	STLU	Analog	-		-			500	756016	756515	8
PBC Common Talk Groups	COMM	Analog		30	803945		804003	N/A	N/A	N/A	3
Total Assigned Talk Groups / Unit IDs		Analog	1,1	24				30,740		·	
Total Assigned Talk Groups / Unit IDs		Digital	2	253				5,328			

Assumptions:

100% growth over life of system for all agencies. Talk Groups assigned for every 20 units for public safety and every 30 for public works. Only odd numbered talk groups are assigned. Unit ID assignments are limited to 65,530 due to system capacity.

Notes:

1. Allotment based on information provided for fleet mapping and unit quantities in project SOW.

2. Allotment based on January 1998 survey.

3. Allotment based on information provided for fleet mapping.

4. Included with Ocean Ridge.

5. No information available. Talk group and unit ID allotment estimated.

6. Units per talk group less than 20 unit standard based on unit information provide in January 1998 survey.

7. Allotment based on quantities from January 2000 survey.

8. These agencies will utilize the "Common Talk Groups" for communications.

9. Bolded ID is the last block assigned

10. Municipal Digital Talk-Groups (except for Municipalities connected via a "HUB") are to use the digital talk-groups on a secondary basis only.

11. PBSO has approved access to their digital secure talk-group(s) for this agency.

* Indicates break in sequence denoting reserve of assigned talk groups and unit IDs.

File: G 800MHz\talk group - unit ID allocation & city digital.wb3

	100	RD. CERTIFIC	TE OF LIABIL	TY INSU	RANCE	DATE	(MM/DD/ 07/07/2	YYYY) 009
PROI	Aon Ris Denver 4100 Ea Suite 1	sk Insurance Services We CO Office ast Mississippi Avenue		THIS CERTIFI AND CONFERS CERTIFICATE	CATE IS ISSUED S NO RIGHTS UP C DOES NOT AME	AS A MATTER OF INFO ON THE CERTIFICATE H ND, EXTEND OR ALTER E POLICIES BELOW.	RMATIO IOLDER	N ONLY
			(303) 758-9458	INS	URERS AFFORDI	NG COVERAGE		NAIC #
INSU	RED	· · · · · · · · · · · · · · · · · · ·	(303) 738-3438	INSURER A: AC	CE American In	surance Company		22667
	6200 sc	an Medical Response buth Syracuse Suite 200			a second data in the second second	ance Co of North Am	erica	43575
	Greenwo	ood Village CO 80111 USA		INSURER C:		· · ·		
				INSURER D				
				INSURER E			· · · · · · · · · · · · · · · · · · ·	
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A	GEI	NERAL LIABILITY	X5LG24930166	03/31/09	03/31/10	EACH OCCURRENCE	\$2	,000,000
		COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR				DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person)		\$100,000 \$5,000
						PERSONAL & ADV INJURY	\$1	,750,000
	╽╶╷╟┷					GENERAL AGGREGATE		,000,000
	(GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$1	,750,000
		POLICY PRO- JECT X LOC				SIR		\$250,000
A	X	ANY AUTO	ISA H08252622	03/31/09	03/31/10	COMBINED SINGLE LIMIT (Ea accident)	\$5	,000,000
	x	ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)		
		HIRED AUTOS NON OWNED AUTOS				BODILY INJURY (Per accident)		
						PROPERTY DAMAGE (Per accident)		
	GAI	ANY AUTO			· · · · ·	AUTO ONLY - EA ACCIDENT	* .	
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		RETENTION				· · · · · · · · · · · · · · · · · · ·		
B A A		RKERS COMPENSATION AND PLOYERS' LIABILITY	WLRC45696807 SCFC45696790	03/31/09 03/31/09	03/31/10 03/31/10	X WC STATU- TORY LIMITS ER		
A	ANY	PROPRIETOR / PARTNER / EXECUTIVE	WCUC45696819 WLRC45696789	03/31/09 03/31/09	03/31/10 03/31/10	E.L. EACH ACCIDENT		,000,000
	If yes	s. describe under SPECIAL PROVISIONS		,		E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT		,000,000
	OTH				· · · · · · · · · · · · · · · · · · ·			,000,000
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Canc	ellatio	OPERATIONS/LOCATIONS/VEHICLES/EX red Includes: American on Provision shown herei for, the cancellation.	CLUSIONS ADDED BY ENDORSEMER Medical Response, Inc n is subject to short	<pre>vT/SPECIAL PROVISION ., 1105 Barnet er or longer 1</pre>	√s t Drive, Suite time periods d	D, Lake Worth, FL epending on the jur	33461. isdictio	on of,
		TE HOLDER	<u> </u>	NCELLATION				
	Palm Board Attn: 1105	Beach County of County Commissioner Brooke Liddle Barnett Drive Worth FL 33461 USA	5 S	HOULD ANY OF THE A ATE THEREOF, THE I D DAYS WRITTEN NOT UT FAILURE TO DO SO	BOVE DESCRIBED POL SSUING INSURER WILL ICE TO THE CERTIFICA SHALL IMPOSE NO OB	ICIES BE CANCELLED BEFORE TH , ENDEAVOR TO MAIL TE HOLDER NAMED TO THE LEF LIGATION OR LIABILITY S OR REPRESENTATIVES.	IE EXPIRATI T,	ON OF,
	Lake	WULLI FL 33401 USA	· · · · · · · · · · · · · · · · · · ·	AUTHORIZED REPRESE		lon Risk Insurance Se	wines M	
	ORD 25 ((2001/08)				ACORD COR		

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	enver CO 80246 USA		• <u></u>	COMPANIES A	FFORDING COVERAG	E			
IONI	<u>s-(303)</u> 758-7688	FAX- (303) 758-9458	COMPANY A	Commonwealth]	[ns Co. (Canada)	· · · · · · · · · · · · · · · · · · ·			
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Ğ	200 South Syracuse Su reenwood Village CO 80	0111 USA	COMPANY C						
			COMPANY D	· · · · · · · · · · · · · · · · · · ·		· · · · · · · · · · · · · · · · · · ·			
VE	RAGES			applies per	terms and conditio	ns of the policy			
CE	RTIFICATE MAY BE ISSUED OR	LICIES OF INSURANCE LISTED BELOW ANY REQUIREMENT, TERM OR CONDIT MAY PERTAIN, THE INSURANCE AFF(F SUCH POLICIES. LIMITS SHOWN MAY	ION OF ANY CONTR	ACT OR OTHER DO	CUMENT WITH RESPECT TO	N WHICH THIS			
0 R	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS			
A	X PROPERTY	USS2124	07/31/08	07/31/09	BUILDING				
	CAUSES OF LOSS				PERSONAL PROPERTY				
	BASIC				BUSINESS INCOME w/o Extra Expense				
	BROAD X SPECIAL				EXTRA EXPENSE	·			
	X SPECIAL EARTHQUAKE				BLANKET BUILDING				
	X FLOOD				X BLANKET BLDG & PP	\$25,000,000			
					X Flood -	\$25,000,000			
					X Deductible	\$25,000			
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PE C	CIAL CONDITIONS / OTHER COVER	AGES			· · · ·				
ee	Juctibles: Earthquake:	American Medical Response 2% \$100,000 Minimum AK, W. 0. Flood: \$100,00 per occur	A & HT Earth	duake- CA 5% M	Minimum \$250 000 E:	arthquake- all			
	TIFICATE HOLDER			ELLATION	· · · · · · · · · · · · · · · · · · ·				
	- 7				SCRIBED POLICIES BE CANCE				
	Palm Beach County Board of County Com	missioners			E ISSUING COMPANY WILL EN E CERTIFICATE HOLDER NAM				
	Attn: Brooke Liddl 1105 Barnett Drive				TCE SHALL IMPOSE NO OBLIGA				
	Lake Worth FL 33461	USA		30 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 COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Ann Risk Insurance Services West Inc.					
			Internetazz		War Will Incom	a Taxaine Mart I.			

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Attachment to ACORD Certificate for American Medical Response

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The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

American Medical Response 6200 South Syracuse Suite 200 Greenwood Village CO 80111 USA

COMPANIES AFFORDING COVERAGE								
COMPANY								
COMPANY								
COMPANY								
COMPANY								
COMPANY								

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ADDITIONAL POLICIES

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If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

Co Ltr	Type of Insurance	Policy Number	Policy Eff. Date	Policy Expir.	Limits
			2		
	·		-		

LOCATION OF PREMISES \ DESCRIPTION OF PROPERTY

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SPECIAL CONDITIONS / OTHER COVERAGES

storm. Windstorm: \$100,000 per occurrence except 5% or min \$250,000 in conjunction with a named storm.

Certificate Number : 570035409914

May 22, 2009

Palm Beach County Facilities Development & Operations Department 2633 Vista Parkway West Palm Beach, Florida 33411

Attention: Audrey Wolf, Director

Dear Ms. Wolf:

By this letter and as requested, be advised the William Hall, General Manager for the Palm Beach County operations of American Medical Response, is duly authorized by the company to sign and execute that certain agreement between Palm Beach County and Atlantic/Palm Beach Ambulance, Inc., d/b/a, American Medical Response.

AMERICAN MEDICAL RESPONSE

If you require additional information regarding this matter, please do not hesitate to contact me.

Sincerely,

Mark Bruning

President American Medical Response, Inc., Parent company of Atlantic/Palm Beach Ambulance, Inc.

6200 S. Syracuse Way, Ste. 200 • Greenwood Village, CO 80111 • (303) 495-1200 • Fax (303) 495-1481