

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: April 16, 2013 ☒ **Consent** ☐ **Regular**
☐ **Ordinance** ☐ **Public Hearing**

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a First Amendment to Agreement (R2009-1416) with Atlantic/Palm Beach Ambulance, Inc. d/b/a AMR, (AMR) to extend the term of the agreement for interoperable radio communications through the countywide common talk groups of the County's 800 MHz Radio System to August 31, 2015.

Summary: The Agreement, which provides the terms and conditions under which AMR can program into its radios and utilize the countywide common talk groups for certain inter-agency communications expired on August 31, 2012. The Agreement provided for one (1) renewal option, for a period of three (3) years. Both parties must approve the renewal option. AMR has approved a retroactive renewal to August 31, 2015. The renewal now requires Board approval. The terms of the agreement are standard and have been offered to all municipalities and local branches of State/Federal agencies and ambulance service providers with 800 MHz trunked radio capabilities. There are no charges associated with the Agreement. AMR is required to pay all costs associated with subscriber units and to comply with the established operating procedures for the System. The Agreement may be terminated by either party, with or without cause. This First Amendment retroactively renews the term, updates the notice provisions, modifies the provision on access and release of programming codes, and provides for disclosure of County Ordinance No. 2011-009 establishing the Office of the Inspector General. Other than the changes set forth herein, all other terms remain the same. **(ESS) Countywide (JM)**

Background and Justification: On September 1, 2009 the Board approved the Agreement (R2009-1416) with AMR for a period of three (3) years expiring on August 31, 2012. After approval of the First Amendment, there will be no remaining renewal options.

Attachments:

First Amendment

Recommended By: Armen Wolf 3/18/13
Department Director Date

Approved By: [Signature] 4/2/13
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
Program _____

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

There is no fiscal impact with this item.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB

Contract Development and Control
4-1-13 B. Wheeler

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT to Agreement R2009-1416, dated September 1, 2009, (the "Agreement") is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida, ("County") and Atlantic/Palm Beach Ambulance, Inc. d.b.a. AMR, a corporation licensed to do business in the State of Florida ("Agency"), with a federal tax id number of 33-0506808.

In consideration of the mutual promises contained herein, the County and Agency agree as follows:

1. The term of the Agreement, expired on August 31, 2012, and shall be retroactively extended to August 31, 2015, pursuant to the exercise of the first three (3) year renewal option.
2. Attachment II to the Agreement is hereby deleted in its entirety.
3. Section 1.029 of the Agreement is deleted in its entirety and replaced with the following:

1.029 System Administrator: An employee within the County's Electronic Services & Security Division of the Department of Facilities Development & Operations with the title Radio System Administrator who is 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.

4. Section 2.01 of the Agreement is deleted in its entirety and replaced with the following:

2.01 The Palm Beach County Electronic Services & Security Division's System Administrator will be the Agency's day to day contact and can be reached at 561-233-0837. The Electronic Services & Security Division is staffed from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Dispatch Center at 561-712-6428 and the appropriate on-call contact will be made.
5. Section 2.02 of the Agreement is modified by deleting the first sentence and replacing it with the following:

The Network Maintenance and Administration Plan dated June 6, 2002, as referenced on Attachment I hereto, identifies the general procedures for the management of the system and procedures for input through the user committees into operating procedure development.

6. Section 2.03 of the Agreement is modified by deleting the first sentence and replacing it with the following:

The Agency shall follow all policies and standard operating procedures in place at the time of this Agreement as well as those developed in the future and issued to the Agency by the System Administrator.

7. Section 4.04 of the Agreement shall be deleted in its entirety and replaced with the following:

4.04 The Agency shall receive certain access codes to the County's System to enable the EMS and Common Talk Groups to be programmed into their equipment. The access codes are to be treated as confidential information and the Agency is responsible to safeguard the code information from release to unauthorized parties. 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. All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County will be kept confidential by the Agency and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by law or lawful order. All system parameters shall remain the County's property, and may only be reproduced or distributed with the written permission of the County. The Agency agrees that the County has sole and exclusive ownership of all right, title and interest to the Confidential Information and that such information may be recalled at any time. 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 additional information regarding the separation and the Agency is obligated to provide same upon request.

8. Section 4.05 of the Agreement is modified to replace the reference to "Palm Beach County Communications" with "Palm Beach County Electronic Services & Security Division".

9. Section 4.07 of the Agreement is modified by deleting the first sentence and replacing it with the following:

In the case of lost or stolen equipment, the Agency will notify the System Administrator by e-mail or fax authorizing the System Administrator to disable the equipment.

10. Section 6.03 of the Agreement is modified by deleting the last sentence and replacing it with the following:

The Agency shall be notified of scheduled preventative maintenance, pursuant to the Policies and Procedures referenced on Attachment I hereto.

11. Section 7.011 of the Agreement shall be deleted in its entirety and replaced with the following:

7.011 Scenario Of Usage

1. A field unit requiring communications with a hospital will request for communications through the County's Fire Rescue Dispatch Center on its currently assigned talk-group or on a MED Control talk-group.
2. The Fire Rescue Dispatch Center will approve that the field unit change talk- groups to the requested Hospital talk-group.
3. The field unit will then switch to the appropriate talk-group.
4. At the conclusion of the communications the field unit will switch back to its assigned talk-group and advise the Fire Rescue Dispatch Center of its return.

12. Section 9.07 of the Agreement is deleted in its entirety and replaced with the following:

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 Electronic Services & Security Division, 2633 Vista Parkway, West Palm Beach, FL, 33411. 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.

13. Section 14 of the Agreement is modified to delete the notice provision as to the Agency and to replace it as follows:

As to the Agency:

AMR
1105 Barnett Drive, Suite D
Lake Worth, FL 33461

Attn: General Manager

14. The Agreement is hereby modified to add the following:

SECTION 23: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

15. The Agreement is hereby modified to add the following:

SECTION 24: NO THIRD PARTY BENEFICIARY

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and/or Agency.

16. Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof, and the parties hereby ratify, confirm and adopt the Agreement, as amended.

(The remainder of the page is intentionally left blank)

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

ATTEST:

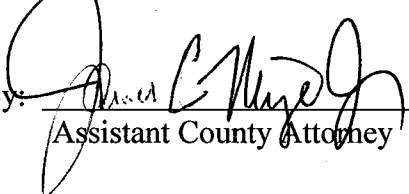
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

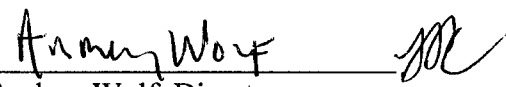
By: _____
Deputy Clerk

By: _____
Steven L. Abrams, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


By:  _____
Assistant County Attorney


APPROVED AS TO TERMS AND
CONDITIONS:

By:  _____
Audrey Wolf, Director
Facilities Development & Operations

WITNESS:

ATLANTIC/PALM BEACH
AMBULANCE, INC., a Delaware
corporation

 _____
Witness Signature

By:  _____
William A. Sanger, CEO

SHERRY WERTZ
Print Witness Name

 _____
Witness Signature

Janice W. Ellis
Print Witness Name

Attachment I

PALM BEACH COUNTY
PUBLIC SAFETY RADIO 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 Public Safety Radio System Talk Groups (O.P. # I-05)	Oct. 1, 2001
4. Emergency Medical Communications (O.P. # I-06)	Oct. 1, 2001
5. Reporting of Problems and Modifications of the Public Safety Radio System (O.P. # I-07)	Oct. 1, 2001
6. Countywide Use of Public Safety Radio 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	June 6, 2002