

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

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<b>Meeting Date:</b>	June 18, 2013	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

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**Department:** Facilities Development & Operations

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**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** A Third Amendment to the Agreement (R2003-2038 as amended by R2006-0663 and R2009-1084) with ABM Security Services, Inc. d/b/a Elite Protection Services, successor-in-interest to Security Services of America, LLC (“Agency”), allowing for interoperable communications through the countywide and EMS common talk groups of the County’s 800 MHz Public Safety Radio System (800 MHz Radio System).

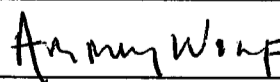
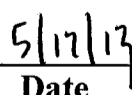
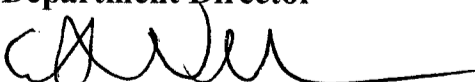
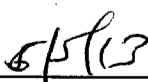
**Summary:** The Agreement which provides the terms and conditions under which the Agency can program into its radios and utilize the countywide and EMS common talk groups for certain types of inter-agency communications expired on December 16, 2012. The County’s 800 MHz Radio System cannot be used for routine operational communications. The Agreement provides for three (3) renewal options, each for a period of three (3) years. Both parties must approve the renewal. The Agency has approved a retroactive renewal to extend the term of the Agreement to December 15, 2015. This renewal now requires Board approval. The terms of the agreement are standard and have been offered to EMS providers. There are no charges associated with this Agreement. The Agency 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 Third Amendment retroactively renews the term, updates the name of Agency, updates the attachment regarding the 800 MHz Radio System Policies and Procedures, updates the provision on confidentiality of access and programming codes, updates the scenarios of usage, updates the notice provisions, provides for disclosure of County Ordinance No. 2011-009 establishing the Office of the Inspector General and provides for the exclusion of third party beneficiaries to this Agreement. Other than the changes set forth herein all other terms and conditions remain the same. **(ESS) Countywide (JM)**

**Background and Justification:** On December 16, 2003 the Board approved the Agreement with Agency for a period of three (3) years expiring on December 16, 2006. On April 18, 2006 the Board approved a First Amendment to extend the term of the Agreement to December 16, 2009. On July 7, 2009, the Board approved a Second Amendment to extend the term of the Agreement to December 16, 2012. After approval of this Third Amendment, there are no remaining renewals.

**Attachments:**

Third Amendment

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<b>Recommended By:</b>		
	Department Director	Date
<b>Approved By:</b>		
	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	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	=====	=====	=====	=====	=====
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

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 associated with this item.

**C. Departmental Fiscal Review: \_\_\_\_\_**

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

_____ OFMB	[Signature] 5/23/2013 sha [Signature] 5/22	[Signature] 5/28/13 Contract Development and Control 5-28-13 [Signature]
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**B. Legal Sufficiency:**  
 [Signature] 6/4/13  
 Assistant County Attorney

**C. Other Department Review:**  
 \_\_\_\_\_  
 Department Director

**This summary is not to be used as a basis for payment.**

### THIRD AMENDMENT TO AGREEMENT

**THIS THIRD AMENDMENT** to Agreement R2003-2038, dated December 16, 2003, as amended by R2006-0663 and R2009-1084 (collectively referred to herein as the "Agreement") is made as of \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, ("County") and ABM Security Services, Inc., a California corporation licensed to do business in the State of Florida, d/b/a Elite Protection Services ("Agency"), successor-in-interest to Security Services of America, LLC, with a federal tax id number of 94-2964150.

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

1. The term of the Agreement expired on December 16, 2012, and shall be retroactively extended to December 15, 2015, pursuant to the exercise of the third three (3) year renewal option.
2. ABM Security Services, Inc., a California corporation licensed to do business in the State of Florida (hereinafter "Agency") is successor-in-interest to Security Services of America, LLC. The term "Agency" in the Agreement and all amendments thereto shall mean ABM Security Services, Inc., d/b/a Elite Protection Services.
3. Attachment I to the Agreement is hereby deleted in its entirety and is hereby replaced by Attachment I, attached hereto and made a part hereof.
4. Attachment II to the Agreement is hereby deleted in its entirety.
5. 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.
6. 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.

7. 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.

8. 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.

9. 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.

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

11. 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.

12. 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.

13. 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.

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

9.07 The County shall be included as an Additional Insured on each liability insurance policy required by this Agreement, 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 certificates of insurance's of policies must provide 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.

15. Section 9.09 of the Agreement is amended, as to the County address, to

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

16. Section 11 of the Agreement is modified by replacing the reference to "three (3) year terms thereafter" with "three (3) additional terms of three (3) years each".
17. Section 11 of the Agreement is further modified by deleting the last sentence and replacing it with the following:  
  
Such renewal will require approval of both parties and the County may not unreasonably withhold its approval of the renewal.
18. Section 14 of the Agreement is deleted in its entirety and replaced with the following:

**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

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

With a copy to:

800 MHZ System Administrator  
2633 Vista Parkway  
West Palm Beach, FL 33411

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

As to the Agency:

Vice President of Operations  
Elite Protection Services  
5840 Corporate Way, Suite 102  
West Palm Beach, FL 33407

Director of EMS  
Elite Protection Services

5840 Corporate Way, Suite 102  
West Palm Beach, FL 33407

19. 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.

20. 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.

21. Except as modified by this Third Amendment and the previous amendments, 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 Third 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, Chairman

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND  
CONDITIONS:

By: *[Signature]*  
Assistant County Attorney

By: *[Signature]* *goc*  
Audrey Wolf, Director  
Facilities Development & Operations

WITNESS:

ABM SECURITY SERVICES, INC., a  
California corporation

*[Signature]*  
Witness Signature

By: *[Signature]*  
~~Lenny Neff, VP Director of Operations~~  
Chris Hanson, President

Matthew Schwaik  
Print Witness Name

Corporate Seal

*[Signature]*  
Witness Signature

Robb Chambers  
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