

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u> <i>x</i> </u>	_____	_____	_____	_____
# 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:

x There is no fiscal impact associated with this item.

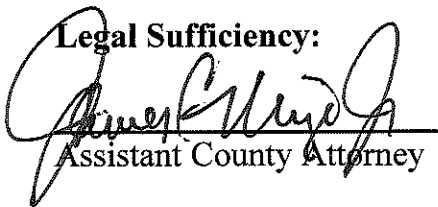
C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 _____ OFMB <i>KW. 12/17</i> <i>12/17</i>	 _____ Contract Development and Control
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B. Legal Sufficiency:



 Assistant County Attorney
10/24/13

C. Other Department Review:

 Department Director

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

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT to Agreement R2007-2247, dated December 18, 2007, as amended by R2010-0890 (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 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.

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

1. The term of the Agreement expires on December 17, 2013, and shall be extended to December 17, 2016, pursuant to the exercise of the second three (3) year renewal option.
2. 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.
3. Attachment II to the Agreement is hereby deleted in its entirety.
4. Section 1.029 of the Agreement titled "System Administrator" is deleted in its entirety and replaced with the following:

1.030 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.

5. 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.

6. Section 2.02 of the Agreement is modified by deleting the first sentence and replacing it with the following:

The System 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.

7. 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.

8. 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.

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 23 is deleted in its entirety and replaced with 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.

13. 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.

14. Except as modified by this Second 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 Second 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**

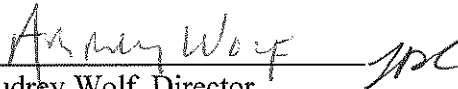
By: _____
Deputy Clerk

By: _____
Steven L. Abrams, Chairman

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

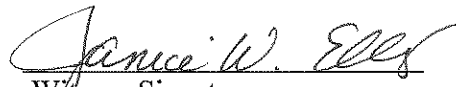
**APPROVED AS TO TERMS AND
CONDITIONS:**

By: 
Assistant County Attorney

By: 
Audrey Wolf, Director
Facilities Development & Operations

WITNESS:

**MEDICS EMERGENCY SERVICES OF
PALM BEACH COUNTY, INC., a Florida
corporation**


Witness Signature

By: 

Janice W. Ellis
Print Witness Name

William A. Sanger, CEO
Printed Name and Title


Witness Signature

Walter J. Landen Jr.
Print Witness Name

Corporate Seal

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. System Maintenance and Administration Plan	June 6, 2002