

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

Meeting Date:	June 6, 2017	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

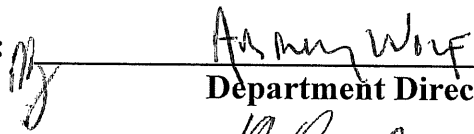

Motion and Title: Staff recommends motion to approve: A Third Amendment to the Agreement R2007-2247, as amended by R2010-0890 and R2013-1566 (collectively referred to as "Agreement"), with Medics Emergency Services of Palm Beach County, Inc. ("Agency"), to retroactively extend the term of the Agreement for interoperable radio communications through the countywide and EMS common talk groups of the County's 800 MHz Radio System to December 17, 2019.

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 inter-agency communications is retroactively extended to December 17, 2016. The Agreement provides for three (3) renewal options, each for a period of three (3) years. The Agency has approved a renewal to retroactively extend the term of the Agreement to December 17, 2019 and 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 changes associated with this Agreement. The Agency is required to pay all costs associated with Agency's 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 renews the term, updates the insurance provision and add standard County non-discrimination provisions. Other than the changes set forth herein, all other terms and conditions remain the same. (ESS) **Countywide (LDC)**

Background and Justification: On December 18, 2007 the Board approved the Agreement with Agency for a period of three (3) years. The Agreement provided for three (3) renewal options, each for a period of three (3) years. After approval of this Third Amendment, there are no remaining renewal options.

Attachments:

Third Amendment

Recommended By:		5/9/17
	Department Director	Date
Approved By:		5/25/17
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021	
Capital Expenditures	_____	_____	_____	_____	_____	
Operating Costs	_____	_____	_____	_____	_____	
External Revenues	_____	_____	_____	_____	_____	
Program Income (County)	_____	_____	_____	_____	_____	
In-Kind Match (County)	_____	_____	_____	_____	_____	
NET FISCAL IMPACT	<u>_____*</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____	
Is Item Included in Current Budget:	Yes	_____	No	_____		
Budget Account No:	Fund	_____	Dept	_____	Unit	_____
	Program	_____			Object	_____

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

* There is no fiscal impact associated with this item.

C. Departmental Fiscal Review: *Kym Speer 5/12/17*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 5/17/17
OFMB ST 5/15 # 916

[Signature] 5/23/17
Contract Development and Control

B. Legal Sufficiency:

[Signature] 5/24/17
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 R2007-2247, dated December 18, 2007, as amended by R2010-0890 and R2013-1566 (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 here, the County and the Agency agree as follows:

1. The Term of the Agreement was extended to December 17, 2016, and shall be retroactively extended to December 17, 2019, pursuant to the exercise of the third three (3) year renewal option as per Section 11.
2. All references in the Agreement to the 800 MHz Trunked Radio System shall be deleted and replaced with Public Safety Radio System ("System").
3. The Agreement is hereby modified to add the following:
 - 6.04 The County shall be responsible for talk group and fleet mapping management in accordance with the policies and procedures referenced on Attachment I, as may be amended and updated from time to time.
4. Section 9.08 of the Agreement is deleted in its entirety and replaced with the following:
 - 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. Prior to the execution of this Agreement, Agency shall deliver to County Certificate of Insurance, evidencing that such policies are in full force and effect. Such Certificates shall adhere to the conditions set forth herein. Such initial evidence of insurance shall be sent to:

Palm Beach County
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

and

Palm Beach County
C/O Facilities Development & Operations Department
Attn: Business & Community Agreements Manager
2633 Vista Parkway
West Palm Beach, FL 33411

During the term of the Agreement and prior to each subsequent renewal thereof, the Agency shall provide this evidence of compliance with the insurance requirements contained herein to ITS at pbc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. Should Agency fail to maintain the insurance required herein, the County may terminate Agency's use of the Radio System until coverage is reinstated.

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

SECTION 25: NON-DISCRIMINATION

Pursuant to Resolution R-2014-1421, as amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

The Agency has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the Agency does not have a written non-discrimination policy, or one that conforms to the County's policy, it has affirmed through a signed statement provided to County that Agency will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

6. Except as modified by this Third Amendment and the previous 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 Agreement 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**

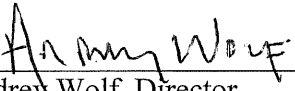
By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

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

**APPROVED AS TO TERMS AND
CONDITIONS:**

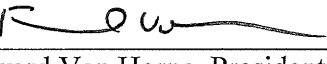
By:  _____
County Attorney

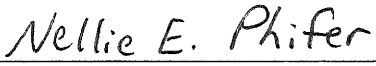
By:  _____
Audrey Wolf, Director
Facilities Development & Operations

WITNESS:

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

By:  _____
Witness Signature

By:  _____
Edward Van Horne, President

 _____
Print Signature Name