

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: August 14, 2018                      ☒ Consent                      ☐ Regular  
   ☐ Ordinance                      ☐ Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** A First Amendment to the Agreement (R2015-1018) with Atlantic/Palm Beach Ambulance Inc., a corporation licensed to do business in the State of Florida, d/b/a AMR. ("Participant"), allowing for interoperable radio communications through the countywide and EMS common talk groups of the County's 800 MHz Radio System.

**Summary:** The Agreement provides the terms and conditions under which the Participant can program its radios and utilize the countywide and EMS common talk groups for certain inter-agency communications. 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 this Agreement, but the Participant is required to pay all costs associated with Participant'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 First Amendment renews the term; updates the attachment; modifies the provisions on preventative maintenance and equipment requirements; and adds the County's standard nondiscrimination provision. The term of the Agreement is renewed beginning on August 16, 2018, and continuing through August 17, 2021, pursuant to the exercise of the first of three (3) renewal options for three (3) years. Other than the changes set forth herein, all other terms remain the same. **(ESS) Countywide (LDC)**

**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. The Participant 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 and hence no charges associated with this Agreement. The Agreement provides for three (3) renewal options, each for a period of three (3) years. After approval of this First Amendment, there are two (2) remaining renewal options.

**Attachments:**

First Amendment

Recommended By: Annun Wolf                      7/30/18  
   Department Director                      Date

Approved By: Karen Johnson                      8/1/18  
   County Administrator                      Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income					
(County)					
In-Kind Match (County)					
NET FISCAL IMPACT	0.00	0.00	0.00	0.00	0.00
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes No  
Does this item include the use of federal funds? Yes No

Budget Account No:  
Fund Dept Unit Revenue Source  
Fund Dept Unit Revenue Source

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

No Impact

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB 7/26/18 9/7/20  
Contract Development and Control 7/30/18

B. Legal Sufficiency?  
Assistant County Attorney 8/1/18

C. Other Department Review:  
Department Director

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

## **FIRST AMENDMENT TO AGREEMENT**

**THIS FIRST AMENDMENT** to Agreement R2015-1018, dated August 18, 2015, (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 (“Participant”), with a Federal Tax ID number of 33-0506808.

In consideration of the mutual promises contained here, the County and the Participant agree as follows:

1. The Term of the Agreement is extended through August 17, 2021, pursuant to the exercise of the first three (3) year renewal option as per Section 11.
2. All references in the Agreement to the Prime Site shall be deleted and replaced with Master Site.
3. All references in the Agreement to the System Administrator shall be deleted and replaced with Radio System Manager.
4. Section 4.01 of the Agreement is deleted in its entirety and replaced with the following:
  - 4.01 The Participant’s equipment will be Project 25 (P25) compliant 800 MHz mobile, portable, and control station equipment programmed to be used on the County’s Public Safety Radio System. The Participant will be required to keep its equipment in proper operating condition and the Participant is responsible for maintenance of its radio equipment.
5. Section 6.03 of the Agreement is deleted in its entirety and replaced with the following:
  - 6.03 The County shall maintain the coverage within the County boundaries as described in the County’s contract with Motorola R2015-1673, dated 11/17/15, throughout the term of this Agreement except for times of 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 Participant shall be notified of scheduled preventative maintenance, pursuant to the Policies and Procedures referenced on Attachment I hereto, as maybe amended
6. Section 25 of the Agreement is deleted in its entirety and replaced with the following:

### **SECTION 25: NON-DISCRIMINATION**

The Participant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex,

age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information.

7. 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
8. 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 Agreement to be executed on the day and year first above written.

**ATTEST:**

**SHARON R. BOCK**  
**CLERK & COMPTROLLER**

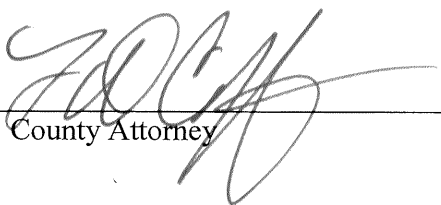
**PALM BEACH COUNTY, a political**  
**subdivision of the State of Florida**

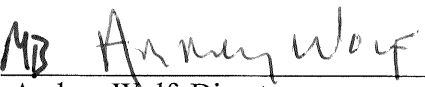
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Melissa McKinlay, 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:**

**ATLANTIC/PALM BEACH AMBULANCE,**  
**INC., a Florida Corporation**

By:  \_\_\_\_\_  
Witness Signature  
  
 \_\_\_\_\_  
Print Signature Name

By:  \_\_\_\_\_  
Edward Van Horne, President

## **Attachment I**

### **PALM BEACH COUNTY PUBLIC SAFETY RADIO SYSTEM POLICIES AND PROCEDURES**

#### Policy / Procedure Title

1. Countywide Use of 800 MHz System (O.P. # I-01)
2. Countywide Use of 800 MHz System Talk Groups (O.P. # I-04)
3. Monitoring and Evaluation of Public Safety Radio System Talk Groups (O.P. # I-05)
4. Emergency Medical Communications (O.P. # I-06)
5. Reporting of Problems and Modifications of the Public Safety Radio System (O.P. # I-07)
6. Countywide Use of Public Safety Radio System During Times of Catastrophic Failure which result in non-trunking “conventional” operation (O.P. # I-10)
7. Network Maintenance and Administration Plan