

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

3H-4

AGENDA ITEM SUMMARY

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Meeting Date: February 2, 2010

Consent

Regular

Ordinance

Public Hearing

Department: Facilities Development & Operations

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I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** a second amendment to the agreement (R2007-0278) with Jupiter Medical Center, Inc., (Hospital) allowing for interoperable communications through the Countywide and EMS common groups of the County's 800MHz Radio System.

**Summary:** The Agreement which provides the terms and conditions under which the Hospital can program into its radios and utilize the countywide and EMS common talk groups for certain types of inter-agency communications expires on March 16, 2010. The Hospital has conducted its operation in accordance with the terms of the agreement. As such, staff is recommending that the Board proceed with the renewal. The agreement provides for three (3) – three (3) year renewals but renewals require approval by both parties. The Hospital has approved a renewal to extend the term of the agreement until March 15, 2013. The renewal now requires Board approval. The terms of the agreement are standard and have been offered to hospitals and other EMS providers. There are no charges associated with this agreement. The Hospital 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. (ESS) Countywide (JM)

**Background and Justification:** The Agreement provides for the terms and conditions under which the Hospital can program into its radios and utilize the Countywide and EMS common talk groups for certain types of inter-agency communications. The agreement provides for three (3) – three (3) year renewals but renewals require approval by both parties. The Hospital has approved a renewal to extend the term of the agreement until March 15, 2013. The renewal now requires Board approval.

**Attachment:**

Second Amendment

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Recommended by:

Army Wolf  
Department Director

1/6/10  
Date

Approved by:

[Signature]  
County Administrator

1/26/10  
Date

**I. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Year	2010	2011	2012	2013	2014
Capital Expenditures	\$0	0	0	0	0
Operating Costs	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
<b>NET FISCAL IMPACT</b>	<b>*</b>	0	0	0	0
# Additional FTE Positions (Cumulative)	—	—	—	—	—
Is Item Included in Current Budget? Yes ___ No ___					
Budget Account No:					
Reporting Category _____					

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

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

**III. REVIEW COMMENTS**

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

*\* No fiscal impact to utilize the common talk groups.*

*Jan Owl 1-19-10*  
 \_\_\_\_\_  
 OFMB

*Dr. J. Sawla 1/20/10*  
 \_\_\_\_\_  
 Contract Dev. and Control  
*G. Jones 1/20/10*

**A. Legal Sufficiency:**

*1/25/10*  
*1/14/10 pm 1-14-10*  
 \_\_\_\_\_  
 Assistant County Attorney

**This amendment complies with our review requirements.**

**A. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT**

**THIS SECOND AMENDMENT** to Agreement R2004-0458, dated March 16, 2004 and as previously amended by R2007-0278 is made as of \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the County, and Jupiter Medical Center, Inc., a corporation licensed to do business in the State of Florida ("Hospital") with a federal tax id number of 59-1460239.

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

1. The term of Agreement R2004-0458, as amended by R2007-0278 expires on March 16, 2010, and shall be extended to March 15, 2013.
2. All other terms of Agreement R2004-0458 remain unmodified and in full force and effect.

**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the County and Hospital has hereunto set its hand the day and year above written.

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

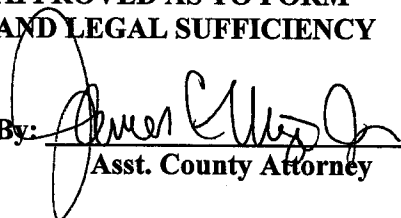
**PALM BEACH COUNTY, FLORIDA BY ITS  
BOARD OF COUNTY COMMISSIONERS**

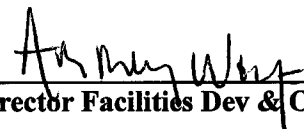
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Burt Aaronson, Chair

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

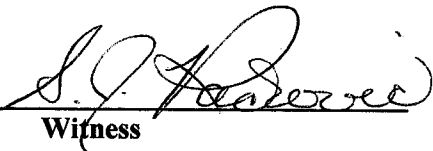
**APPROVED AS TO TERMS  
AND CONDITIONS**


By:  \_\_\_\_\_  
Asst. County Attorney

By:  \_\_\_\_\_  
Director Facilities Dev & Operations

**ATTEST:**

**HOSPITAL:**

By:  \_\_\_\_\_  
Witness

By:  \_\_\_\_\_ CFO  
Stephen "Jan" Grigsby, 12-4-09  
Chief Financial Officer

B. J. Raoovic  
Name of Witness (Print or Type)



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
12/28/2009

<b>PRODUCER</b> Willis of Florida, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191 877-945-7378		<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
<b>INSURED</b> Jupiter Medical Center Inc. Attn: Terri Freeman 1210 S. Old Dixie Hwy Jupiter, FL 33458		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Steadfast Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:	<b>NAIC#</b> 26387-002

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	X	<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	HPC913715103	3/31/2009	3/31/2010	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below OTHER				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Palm Beach County Board of County Commissioners is Additional Insured for liability as respects 800 MHz radio system.

<b>CERTIFICATE HOLDER</b> Palm Beach County Board of County Commissioners 301 North Olive Avenue West Palm Beach, FL 33401-4700	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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